

CITY OF MUSKEGON

CITY COMMISSION MEETING

July 8, 2025 @ 5:30 PM

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS, AWARDS, AND PRESENTATIONS:**
 - A. **Disability Pride Month Resolution** Manager's Office
- ☐ **PUBLIC HEARINGS:**
 - A. **Request to Create a New Neighborhood Enterprise Zone District at 535 Yuba St** Economic Development
 - B. **Request to Create a New Neighborhood Enterprise Zone District at 2127 Austin St.** Economic Development
 - C. **Request to Create a New Neighborhood Enterprise Zone District at 2262 Austin St.** Economic Development
 - D. **Request to Create a New Neighborhood Enterprise Zone District at 1920, 1930, 1940, 1950 & 1960 South Getty St.** Economic Development
 - E. **Request to Create a New Neighborhood Enterprise Zone District at 2209 Valley St.** Economic Development
 - F. **Request to Create a New Neighborhood Enterprise Zone District at 2247 Valley St.** Economic Development
 - G. **Request to Create a New Neighborhood Enterprise Zone District at 2155 Continental St.** Economic Development
- ☐ **FEDERAL/STATE/COUNTY OFFICIALS UPDATE:**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**

☐ **CONSENT AGENDA:**

- A. **Approval of Minutes** City Clerk
- B. **Purchase of Tax Auction Properties** Planning
- C. **City Support Emergency Operations Plan** Public Safety
- D. **Adoption of the Muskegon County Hazard Mitigation Plan** Public Safety
- E. **Sale of 617, 625, 635, 638, and 644 Oak** Planning
- F. **Sale of 1783 Smith** Planning
- G. **Annual Action Plan Budget 2025** Community & Neighborhood Services
- H. **Sale of 802 & 818 Wood** Planning
- I. **Certification of MERS Representatives** Finance
- J. **Burning Foot Camping** DPW- Parks and Recreation
- K. **MML Workers' Compensation Fund Board Ballot** Manager's Office
- L. **Rezoning of 62 Irwin Ave from Neighborhood Residential (R) to Low-Density Multiple Family Residential (RM-1). (SECOND READING)**
Planning
- M. **Rezoning of 1188 Lakeshore Dr from Lakefront Recreation (LR) to Form Based Code, Urban Residential (FBC, UR). (SECOND READING)** Planning
- N. **Beach Concession Application - Shady Lay-Days Beach Chair and Umbrella Rentals** DPW- Parks
- O. **Water & Sewer Rate Changes 2025** Public Works
- P. **Water Supply System Bonds Series 2025** Finance
- Q. **Marshall Water Tower Improvements Project** Public Works
- R. **DWSRF FY 2025 - Lead Service Line Replacement** Public Works
- S. **DWSRF FY 2025 - Butler & Catherine Avenue Reconstruction Project Award** Public Works

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

- A. **CRC Appointments and Resignation** City Clerk

☐ **ANY OTHER BUSINESS:**

☐ **GENERAL PUBLIC COMMENT:**

► Reminder: Individuals who would like to address the City Commission shall do the following: ► Fill out a request to speak form attached to the agenda or located in the back of the room. ► Submit the form to the City Clerk. ► Be recognized by the Chair. ► Step forward to the microphone. ► State name. ► Limit of 3 minutes to address the Commission.

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE CITY OF MUSKEGON AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit:

www.shorelinecity.com

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following:

Ann Marie Meisch, MMC. City Clerk. 933 Terrace St. Muskegon, MI 49440. (231)724-6705.
clerk@shorelinecity.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Disability Pride Month Resolution															
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office															
Brief Summary: To adopt a resolution recognizing July as Disability Pride Month.																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 GOAL 3: COMMUNITY CONNECTION - More connected and cohesive community																
Amount Requested: n/a	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>	Yes		No		N/A	x									
Yes		No		N/A	x											
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>	Yes		No		N/A	x									
Yes		No		N/A	x											
Recommended Motion: Adopt a resolution recognizing July as Disability Pride Month and to allow for the displaying of the history and information on Disability Pride and disability resources in the lobby of City Hall.																
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

Resolution Honoring July as Disability Pride Month

WHEREAS, according to the CDC over 70 million people in the United States have a disability;

WHEREAS, according to the Disability & Health Data System (DHDS) 2,189,958 or 1 in 4 adult Michiganders have a disability;

WHEREAS, the Americans with Disabilities Act was signed into law on July, 26th 1990;

WHEREAS, disabled people continue to face discrimination, inequities, and societal stigmas;

WHEREAS, disabled people live full, vibrant, and meaningful lives, contributing to our nation and our great city;

WHEREAS, disabled people deserve the respect like all other peoples of our city, no more, no less;

WHEREAS, "Disability Pride Day" was first celebrated in 1990 in Boston and now all across the country started in the month of July:

WHEREAS, "Disability Pride Month" provides an opportunity for Muskegon residents and all Americans to learn more about the history, inequities, and value the disabled community brings to the country. As well, as the opportunity for city government to take an active role in looking at ableism and enacting policies that support and acknowledge our disabled citizens;

NOW, THEREFORE, BE IT RESOLVED that the City Commission respectfully honors and acknowledges July as Disability Pride Month by:

A) adopting this resolution, and B) displaying the history and information on Disability Pride and disability resources in the lobby of City Hall

The Foregoing resolution was offered by Commissioner Kochin, and supported by _____, and same was passed at a general session of the City of Muskegon City Commission, with the vote as follows:

Yeas:

Nays:

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on July 8, 2025.

By: _____
Ken Johnson, Muskegon City Mayor

By: _____
Ann Marie Meisch, Muskegon City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Request to Create a New Neighborhood Enterprise Zone District at 535 Yuba St
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for a single-family home at 535 Yuba St.	
Detailed Summary & Background: This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 535 Yuba Street. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation. In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements: • A public hearing must be held within 45 days of the notice being sent. • The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued. The resolution to establish the NEZ district at 535 Yuba Street is scheduled to return to the City Commission for consideration on August 12, 2025. State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 535 Yuba Street would remain within the allowable limit.	
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Additional attainable housing units and increased rates of home ownership	
Amount Requested:	Budgeted Item:

N/A	<table><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A										
Yes		No		N/A												
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A										
Yes		No		N/A												
Recommended Motion: I move to close the public hearing for the NEZ District at 535 Yuba St.																
Approvals: <table><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr><tr><td>Legal Review</td><td></td><td></td></tr></table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

BR-31 NB



YUBA

GIDDINGS



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Request to Create a New Neighborhood Enterprise Zone District at 2127 Austin St.
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 2127 Austin St.	
Detailed Summary & Background: This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 2127 Austin St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation. In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements: • A public hearing must be held within 45 days of the notice being sent. • The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued. The resolution to establish the NEZ district at 2127 Austin Street is scheduled to return to the City Commission for consideration on August 12, 2025. State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 2127 Austin Street would remain within the allowable limit.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Diverse housing types <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business - Additional attainable housing units and increased rates of home ownership	
Amount Requested:	Budgeted Item:

N/A	<table><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A										
Yes		No		N/A												
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A										
Yes		No		N/A												
Recommended Motion: I move to close the public hearing for the NEZ District at 2127 Austin St.																
Approvals: <table><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr><tr><td>Legal Review</td><td></td><td></td></tr></table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

125	-0061-00	125	-0120-00
42	-0062-00	42	-0119-00
47	-0064-00	40	-0118-00
50	-0065-00	-0117-00	
50	-0067-00	42	-0116-00
50	-0068-00	42	-0115-00
50	-0070-00	103	-0113-00
50	-0071-00	6	-0111-00
42	-0072-00	6	-0110-00
42	-0073-00	8	-0108-00
83/41	-0074-00	8	-0107-00
125		44/51	-0106-00

AUSTIN



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Request to Create a New Neighborhood Enterprise Zone District at 2262 Austin St.
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 2262 Austin St.	
Detailed Summary & Background: This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 2262 Austin St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation. In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements: • A public hearing must be held within 45 days of the notice being sent. • The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued. The resolution to establish the NEZ district at 2262 Austin Street is scheduled to return to the City Commission for consideration on August 12, 2025. State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 2262 Austin would remain within the allowable limit.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Diverse housing types <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business - Additional attainable housing units and increased rates of home ownership	
Amount Requested:	Budgeted Item:

N/A	<table><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A										
Yes		No		N/A												
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A										
Yes		No		N/A												
Recommended Motion: I move to close the public hearing for the NEZ District at 2262 Austin St.																
Approvals: <table><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr><tr><td>Legal Review</td><td></td><td></td></tr></table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

AUSTIN

125	-0136-00	40
51.43	-0137-00	
	-0138-00	
51.40	-0140-00	
	-0142-00	102.16
51.40	-0144-00	
51.40	-0145-00	
40	-0146-00	
54.2	-0147-00	
54.2	-0149-00	
54.2	-0150-00	
125		

VALLEY

125	-0165-00	40
	-0164-00	40.16
51.14	-0163-00	
	-0161-00	
51.14	-0160-00	
	-0159-00	
51.14	-0157-00	
	-0156-00	
51.14	-0155-00	
	-0154-00	
51.14	-0152-00	
51.13	-0151-00	
125		

BARNEY

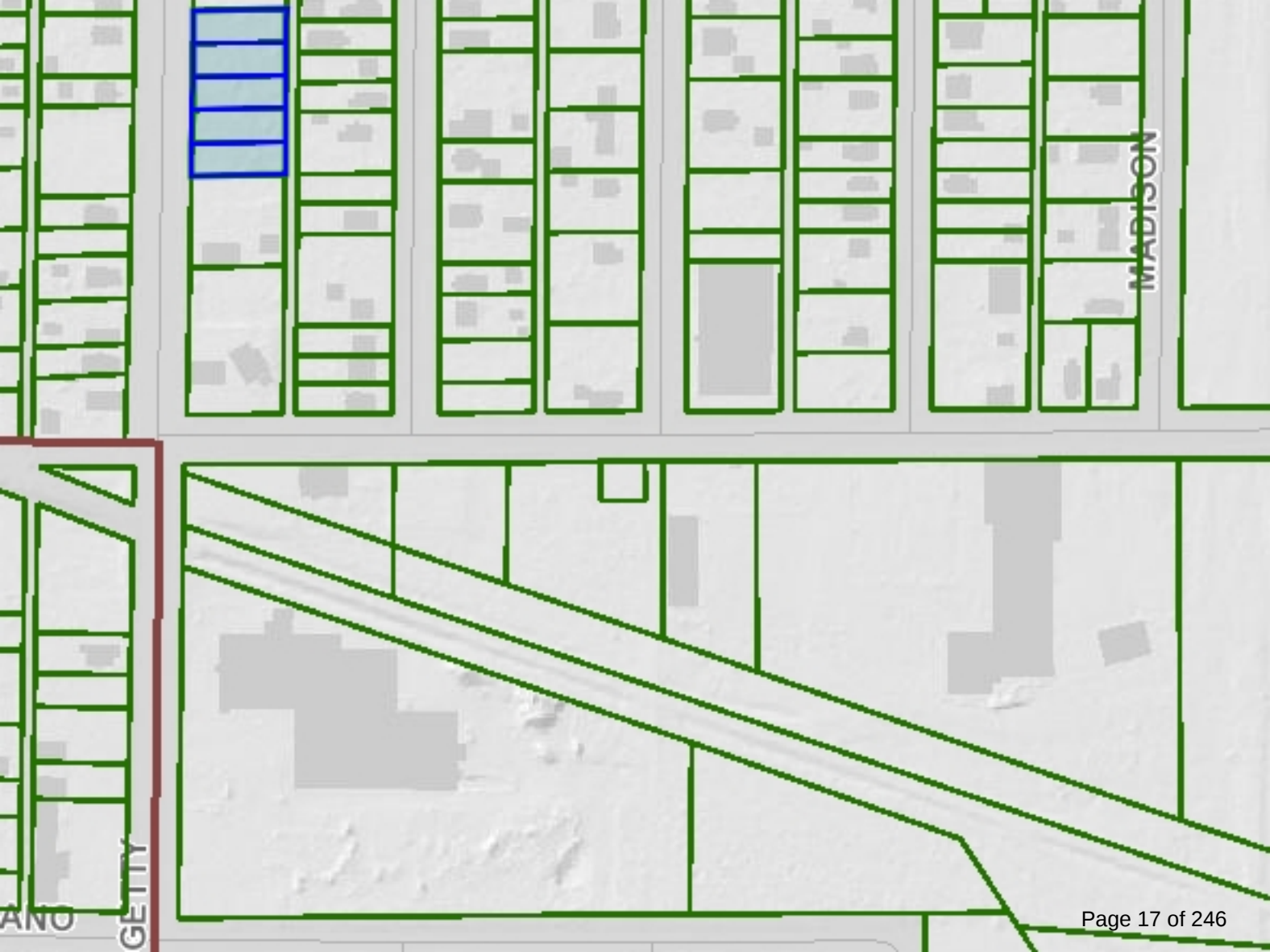


Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Request to Create a New Neighborhood Enterprise Zone District at 1920, 1930, 1940, 1950 & 1960 South Getty St.
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 1920, 1930, 1940, 1950 & 1960 South Getty St.	
Detailed Summary & Background: This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 1920, 1930, 1940, 1950 & 1960 South Getty St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation. In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements: • A public hearing must be held within 45 days of the notice being sent. • The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued. The resolution to establish the NEZ district at 1920, 1930, 1940, 1950 & 1960 South Getty St. is scheduled to return to the City Commission for consideration on August 12, 2025. State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 1920, 1930, 1940, 1950 & 1960 South Getty St. would remain within the allowable limit.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Diverse housing types <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business - Additional attainable housing units and increased rates of home ownership	

Amount Requested: N/A	Budgeted Item: <table border="1"> <tr> <td data-bbox="846 149 972 207">Yes</td> <td data-bbox="972 149 1029 207"></td> <td data-bbox="1029 149 1154 207">No</td> <td data-bbox="1154 149 1211 207"></td> <td data-bbox="1211 149 1336 207">N/A</td> <td data-bbox="1336 149 1393 207"></td> <td data-bbox="1393 149 1544 207"></td> </tr> </table>			Yes		No		N/A													
Yes		No		N/A																	
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"> <tr> <td data-bbox="846 279 972 338">Yes</td> <td data-bbox="972 279 1029 338"></td> <td data-bbox="1029 279 1154 338">No</td> <td data-bbox="1154 279 1211 338"></td> <td data-bbox="1211 279 1336 338">N/A</td> <td data-bbox="1336 279 1393 338"></td> <td data-bbox="1393 279 1544 338"></td> </tr> </table>			Yes		No		N/A													
Yes		No		N/A																	
Recommended Motion: I move to close the public hearing for 1920, 1930, 1940, 1950 & 1960 South Getty St.																					
Approvals: <table border="1"> <tr> <td data-bbox="115 512 467 604">Immediate Division Head</td> <td data-bbox="467 512 524 604"></td> <td data-bbox="524 512 812 604"></td> </tr> <tr> <td data-bbox="115 604 467 697">Information Technology</td> <td data-bbox="467 604 524 697"></td> <td data-bbox="524 604 812 697"></td> </tr> <tr> <td data-bbox="115 697 467 758">Other Division Heads</td> <td data-bbox="467 697 524 758"></td> <td data-bbox="524 697 812 758"></td> </tr> <tr> <td data-bbox="115 758 467 816">Communication</td> <td data-bbox="467 758 524 816"></td> <td data-bbox="524 758 812 816"></td> </tr> <tr> <td data-bbox="115 816 467 867">Legal Review</td> <td data-bbox="467 816 524 867"></td> <td data-bbox="524 816 812 867"></td> </tr> </table>			Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No			
Immediate Division Head																					
Information Technology																					
Other Division Heads																					
Communication																					
Legal Review																					





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Request to Create a New Neighborhood Enterprise Zone District at 2209 Valley St.
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 2209 Valley St.	
Detailed Summary & Background: This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 2209 Valley St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation. In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements: • A public hearing must be held within 45 days of the notice being sent. • The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued. The resolution to establish the NEZ district at 2209 Valley St. is scheduled to return to the City Commission for consideration on August 12, 2025. State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 2209 Valley St. would remain within the allowable limit.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Diverse housing types <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business - Additional attainable housing units and increased rates of home ownership	
Amount Requested:	Budgeted Item:

N/A	<table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>☒</td> </tr> </table>	Yes		No		N/A	☒									
Yes		No		N/A	☒											
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>☒</td> </tr> </table>	Yes		No		N/A	☒									
Yes		No		N/A	☒											
Recommended Motion: I move to close the public hearing for 2209 Valley St.																
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

AUSTIN

125	-0136-00	40
51.43	-0137-00	
	-0138-00	
51.43	-0140-00	
	-0142-00	102.86
51.43	-0144-00	
51.43	-0145-00	
40	-0146-00	
51.43	-0147-00	
51.43	-0149-00	
51.43	-0150-00	
125		

125	-0165-00	40
	-0164-00	50.86
	-0163-00	51.14
	-0161-00	
	-0160-00	51.14
	-0159-00	
	-0157-00	51.14
	-0156-00	
	-0155-00	51.14
	-0154-00	
	-0152-00	51.14
	-0151-00	51.13
125		

VALLEY



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Request to Create a New Neighborhood Enterprise Zone District at 2247 Valley St.
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 2247 Valley St.	
Detailed Summary & Background: This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 2247 Valley St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation. In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements: • A public hearing must be held within 45 days of the notice being sent. • The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued. The resolution to establish the NEZ district at 2247 Valley St. is scheduled to return to the City Commission for consideration on August 12, 2025. State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 2247 Valley St. would remain within the allowable limit.	
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Additional attainable housing units and increased rates of home ownership	
Amount Requested:	Budgeted Item:

N/A	<table><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A										
Yes		No		N/A												
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A										
Yes		No		N/A												
Recommended Motion: I move to close the public hearing for 2247 Valley St.																
Approvals: <table><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr><tr><td>Legal Review</td><td></td><td></td></tr></table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

51.43	2216	-0137-00
	2224	-0138-00
51.43	2232	-0140-00
	2248	-0142-00
102.85		
51.43	2256	-0144-00
51.43	2262	-0145-00
40	2270	-0146-00
54.2	2278	-0147-00
54.2	2284	-0149-00
54.2	2294	-0150-00

128

50.89	2215	-0164-00
51.14	2223	-0163-00
	2233	-0161-00
51.14	2239	-0160-00
	2247	0159-00
51.14	2255	-0157-00
	2263	-0156-00
51.14	2269	-0155-00
	2277	-0154-00
51.14	2285	-0152-00
51.13	2295	-0151-00

128



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Request to Create a New Neighborhood Enterprise Zone District at 2155 Continental St.
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: Pursuant to Public Act 147 of the Michigan Public Acts of 1992 as amended, staff has requested to create a new Neighborhood Enterprise Zone (NEZ) district for 2155 Continental St.	
Detailed Summary & Background: This public hearing is being held to consider the establishment of a Neighborhood Enterprise Zone (NEZ) district at 2155 Continental St. Inclusion in a NEZ district allows eligible property owners to apply for NEZ certificates, which lower residential property taxes on newly constructed or rehabilitated homes. Only the residential component of the proposed development at this address would be affected by the NEZ designation. In accordance with Public Act 147 of 1992, as amended, notice of the proposed NEZ district was mailed to all affected local taxing jurisdictions on June 12, 2025. Per state requirements: • A public hearing must be held within 45 days of the notice being sent. • The resolution establishing the NEZ district may not be adopted until at least 60 days after notice was issued. The resolution to establish the NEZ district at 2155 Continental St. is scheduled to return to the City Commission for consideration on August 12, 2025. State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon is currently at 13.17%. The addition of the proposed NEZ district at 2247 Valley St. would remain within the allowable limit.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Diverse housing types <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business - Additional attainable housing units and increased rates of home ownership	
Amount Requested:	Budgeted Item:

N/A	<table><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A										
Yes		No		N/A												
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td> </td></tr></table>	Yes		No		N/A										
Yes		No		N/A												
Recommended Motion: I move to close the public hearing at 2155 Continental St.																
Approvals: <table><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr><tr><td>Legal Review</td><td></td><td></td></tr></table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

GETTY

129.74 -0001-00	126 -0060-00
129.63 -0002-00	-0059-00
129.41 -0004-00	-0057-00
-0004-00	-0056-00
-0004-00	-0054-00
-0007-00	-0053-00
-0007-00	-0052-00
-0012-00	-0050-00
126.42 -0013-00	-0048-00
126.20 -0015-00	-0047-00
-0015-00	-0046-00

CONTINENTAL

HACKLEY



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025		Title: Approval of Minutes																
Submitted by: Ann Meisch, City Clerk		Department: City Clerk																
Brief Summary: To approve minutes of the June 24, 2025, City Commission Meeting.																		
Detailed Summary & Background:																		
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>																		
Amount Requested:		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>		Yes		No		N/A	x									
Yes		No		N/A	x													
Fund(s) or Account(s):		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>		Yes		No		N/A	x									
Yes		No		N/A	x													
Recommended Motion: Approval of the minutes.																		
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>		Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No	
Immediate Division Head																		
Information Technology																		
Other Division Heads																		
Communication																		
Legal Review																		

CITY OF MUSKEGON

CITY COMMISSION MEETING

June 24, 2025 @ 5:30 PM

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, June 24, 2025. Pastor Jeremy Lenertz from First Wesleyan Church of Muskegon, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Rebecca St. Clair, Commissioners Katrina Kochin, Jay Kilgo, Willie German, Jr., and Rachel Gorman, City Manager Jonathan Seyferth, City Attorney John Schrier, and City Clerk Ann Marie Meisch
Absent: Commissioner Destinee Keener

2025-49 HONORS, AWARDS, AND PRESENTATIONS

A. Introduction of Isabela Gonzalez, Economic Development Analyst Economic Development

Jake Eckholm, Director of Development Services, introduced Isabela Gonzalez, the new Economic Development Analyst.

PUBLIC COMMENT ON AGENDA ITEMS

Public comments received.

2025-50 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the June 9, 2025, Commission Worksession Meeting, and the June 10, 2025, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

B. Resolution for Housing Tax Exemption at 524 and 528 Oak Duplex/ADU Project Economic Development

Arnoldink Properties, with Derek Sjaarda acting as builder, is requesting a housing tax exemption for the new construction infill of duplexes and ADU's on 2 lots in the Angell neighborhood.

Mr. Sjaarda has been working with Development Services Staff and leadership in order to facilitate new construction rental housing in the City of Muskegon. These proposed lots will be utilized for two 2 story duplexes with an accessory dwelling unit behind each for a total of 6 housing units. In this case Sjaarda Homes is acting as the owner's representative and builder for the Arnoldink family. They are proposing that all units be subject to the proposed PILOT, which will reserve them for only households under 120% of the Area Median Income (AMI) for Muskegon County. The duplex units are 3 bedroom, 2 bathroom and the ADU's are 1 bedroom, 1 bathroom.

This resolution will result in the City assessing 10% of the annual rents on the property as a payment in lieu of taxes (PILOT) for a period of 15 years in exchange for the developer complying with MSHDA rent limits. With recent changes to state statute, these properties can benefit the City's scattered site Brownfield TIF program despite being part of the PILOT. This is the same incentive program we approved for Allen Edwin in 2023, but with smaller incremental developers.

STAFF RECOMMENDATION: Motion to adopt the Resolution for Housing Tax Exemption for Arnoldink Properties, LLC and to authorize the Mayor and Clerk to sign.

C. Workforce Housing Restrictive Covenant, 524 and 528 Oak Duplex/ADU Project Economic Development

Arnoldink Properties, with Derek Sjaarda acting as builder, is requesting a housing tax exemption for the new construction infill of duplexes and ADU's on 2 lots in the Angell neighborhood.

Mr. Sjaarda has been working with Development Services Staff and leadership in order to facilitate new construction rental housing in the City of Muskegon. These proposed lots will be utilized for two 2 story duplexes with an accessory dwelling unit behind each for a total of 6 housing units. In this case Sjaarda Homes is acting as the owner's representative and builder for the Arnoldink family. They are proposing that all units be subject to the proposed PILOT, which will reserve them for only households under 120% of the Area Median Income (AMI) for Muskegon County. The duplex units are 3 bedroom, 2 bathroom and the ADU's are 1 bedroom, 1 bathroom.

This restrictive covenant establishes the terms by which the City has agreed to authorize a PILOT as opposed to ad valorem property taxes for these parcels. It is to be attached to an affidavit the developer must submit to MSHDA to prove they have local approval for the project and to their commitment to reserving these units for households within the MSHDA income thresholds.

STAFF RECOMMENDATION: Motion to adopt the Workforce Housing Restrictive Covenant between Arnoldink Properties, LLC and the City and to authorize the Mayor and Clerk to sign.

E. Resolution for Housing Tax Exemption at 300, 310, and 370 Allen Duplex/ADU Project Economic Development

OrangeFin Properties, owned by Kara Novak and her husband, are requesting a housing tax exemption for the new construction infill of duplexes and ADU's on 3 lots in the Angell neighborhood.

Mr. and Mrs. Novak have been working with Development Services Staff and leadership in order to facilitate new construction rental and for sale housing in the City of Muskegon. These proposed lots will be utilized for three 2 story duplexes with an accessory dwelling unit behind each for a total of 9 housing units. The Novaks are proposing that all units be subject to the proposed PILOT, which will reserve them for only households under 120% of the Area Median Income (AMI) for Muskegon County. The duplex units are 3 bedroom, 2 bathroom and the ADU's are 1 bedroom, 1 bathroom. The units at 370 Allen are potentially to be used for a partnership with Goodwill Industries to provide housing to returning citizens that have completed their independent living course and have full time employment.

This resolution will result in the City assessing 10% of the annual rents on the property as a payment in lieu of taxes (PILOT) for a period of 15 years in exchange for the developer complying with MSHDA rent limits. With recent changes to state statute, these properties can benefit the City's scattered site Brownfield TIF program despite being part of the PILOT. This is the same incentive program we approved for Allen Edwin in 2023, but with smaller incremental developers.

STAFF RECOMMENDATION: Motion to adopt the Resolution for Housing Tax Exemption for OrangeFin Properties, LLC and to authorize the Mayor and Clerk to sign.

F. Workforce Housing Restrictive Covenant, 300, 310, and 370 Allen Duplex ADU Project Economic Development

OrangeFin Properties, owned by Kara Novak and her husband, are requesting a housing tax exemption for the new construction infill of duplexes and ADU's on 3 lots in the Angell neighborhood.

Mr. and Mrs. Novak have been working with Development Services Staff and leadership in order to facilitate new construction rental and for sale housing in the City of Muskegon. These proposed lots will be utilized for three 2 story duplexes with an accessory dwelling unit behind each for a total of 9 housing units. The Novaks are proposing that all units be subject to the proposed PILOT, which will reserve them for only households under 120% of the Area Median Income (AMI) for Muskegon County. The duplex units are 3 bedroom, 2 bathroom and the ADU's are 1 bedroom, 1 bathroom. The units at 370 Allen are potentially to be used for a partnership with Goodwill Industries to provide housing to returning citizens that have completed their independent living course and have full time employment.

This restrictive covenant establishes the terms by which the City has agreed to

authorize a PILOT as opposed to ad valorem property taxes for these parcels. It is to be attached to an affidavit the developer must submit to MSHDA to prove they have local approval for the project and to their commitment to reserving these units for households within the MSHDA income thresholds.

STAFF RECOMMENDATION: Motion to adopt the Workforce Housing Restrictive Covenant between OrangeFin Properties, LLC and the City and to authorize the Mayor and Clerk to sign.

H. Resolution for Housing Tax Exemption at 280 Allen and 305 Amity Duplex/ADU Project Economic Development

Joe and Jennifer Helms, represented by builder Derek Sjaarda, is requesting a housing tax exemption for the new construction infill of duplexes and ADU's on 2 lots in the Angell neighborhood.

Mr. Sjaarda has been working with Development Services Staff and leadership in order to facilitate new construction rental housing in the City of Muskegon and is acting as the contractor and owner's rep for Joe and Jennifer Helms in this case. These proposed lots will be utilized for two 2 story duplexes with an accessory dwelling unit behind each for a total of 6 housing units. Mr. Sjaarda is proposing that all units be subject to the proposed PILOT, which will reserve them for only households under 120% of the Area Median Income (AMI) for Muskegon County. The duplex units are 3 bedroom, 2 bathroom and the ADU's are 1 bedroom, 1 bathroom.

This resolution will result in the City assessing 10% of the annual rents on the property as a payment in lieu of taxes (PILOT) for a period of 15 years in exchange for the developer complying with MSHDA rent limits. With recent changes to state statute, these properties can benefit the City's scattered site Brownfield TIF program despite being part of the PILOT. This is the same incentive program we approved for Allen Edwin in 2023, but with smaller incremental developers.

STAFF RECOMMENDATION: Motion to adopt the Resolution for Housing Tax Exemption for Helm Group, LLC and to authorize the Mayor and Clerk to sign.

I. Workforce Housing Restrictive Covenant, 280 Allen and 305 Amity Duplex/ADU Project Economic Development

Joe and Jennifer Helm, represented by builder Derek Sjaarda, is requesting a housing tax exemption for the new construction infill of duplexes and ADU's on 2 lots in the Angell neighborhood.

Mr. Sjaarda has been working with Development Services Staff and leadership in order to facilitate new construction rental and housing in the City of Muskegon. These proposed lots will be utilized for two 2 story duplexes with an accessory dwelling unit behind each for a total of 6 housing units. Mr. Sjaarda is proposing that all units be subject to the proposed PILOT, which will reserve them for only households under 120% of the Area Median Income (AMI) for Muskegon County. The duplex units are 3 bedroom, 2 bathroom and the ADU's are 1 bedroom, 1 bathroom. The units at 370 Allen are potentially to be used for

a partnership with Goodwill Industries to provide housing to returning citizens that have completed their independent living course and have full time employment.

This restrictive covenant establishes the terms by which the city has agreed to authorize a PILOT as opposed to ad valorem property taxes for these parcels. It is to be attached to an affidavit the developer must submit to MSHDA to prove they have local approval for the project and to their commitment to reserving these units for households within the MSHDA income thresholds.

STAFF RECOMMENDATION: Motion to adopt the Workforce Housing Restrictive Covenant between Helm Group, LLC and the City and to authorize the Mayor and Clerk to sign.

J. Sale of 305 Amity & 280 Allen Planning

Staff is seeking authorization to sell the City-owned vacant lots at 305 Amity & 280 Allen to Helms Group (Joe Helms).

Helms Group (Joe Helms) would like to purchase the City-owned buildable lots at 305 Amity & 280 Allen for \$6,000 (75% of the True Cash Value of \$8,000) plus half of the closing costs, and the fee to register the deed. Helms Group (Joe Helms) will be constructing a duplex and an accessory dwelling unit (ADU) on each property. 280 Allen is adjacent to the current location of the Angell Neighborhood Association (NA) community garden (290 Allen). The Angell NA has given an official letter of support for the development of the lots.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lots at 305 Amity & 280 Allen to Helms Group (Joe Helms) .

K. Resolution for Housing Tax Exemption at 313 Orchard Duplex/ADU Project Economic Development

JEB Group, with Derek Sjaarda acting as builder, is requesting a housing tax exemption for the new construction infill of duplexes and ADU's on 1 lot in the Angell neighborhood.

Mr. Sjaarda has been working with Development Services Staff and leadership in order to facilitate new construction rental housing in the City of Muskegon. These proposed lots will be utilized for two 2 story duplexes with an accessory dwelling unit behind each for a total of 6 housing units. In this case Sjaarda Homes is acting as the owner's representative and builder for the JEB Group, a small scale family property investment company. They are proposing that all units be subject to the proposed PILOT, which will reserve them for only households under 120% of the Area Median Income (AMI) for Muskegon County. The duplex units are 3 bedroom, 2 bathroom and the ADU's are 1 bedroom, 1 bathroom.

This resolution will result in the City assessing 10% of the annual rents on the property as a payment in lieu of taxes (PILOT) for a period of 15 years in exchange for the developer complying with MSHDA rent limits. With recent changes to state statute, these properties can benefit the City's scattered site Brownfield TIF program despite being part of the PILOT. This is the same

incentive program we approved for Allen Edwin in 2023, but with smaller incremental developers.

STAFF RECOMMENDATION: Motion to adopt the Resolution for Housing Tax Exemption for JEB Group, LLC and to authorize the Mayor and Clerk to sign.

L. Workforce Housing Restrictive Covenant, 313 Orchard Duplex/ADU Project Economic Development

JEB Group, with builder Derek Sjaarda, is requesting a housing tax exemption for the new construction infill of a duplex and ADU on 1 lot in the Angell neighborhood.

Mr. Sjaarda has been working with Development Services Staff and leadership in order to facilitate new construction rental housing in the City of Muskegon. These proposed lots will be utilized for one 2 story duplex with an accessory dwelling unit behind each for a total of 3 housing units. In this case Sjaarda Homes is acting as the owner's representative and builder for the JEB Group, a small family owned property investment company. They are proposing that all units be subject to the proposed PILOT, which will reserve them for only households under 120% of the Area Median Income (AMI) for Muskegon County. The duplex units are 3 bedroom, 2 bathroom and the ADU is 1 bedroom, 1 bathroom.

This restrictive covenant establishes the terms by which the City has agreed to authorize a PILOT as opposed to ad valorem property taxes for these parcels. It is to be attached to an affidavit the developer must submit to MSHDA to prove they have local approval for the project and to their commitment to reserving these units for households within the MSHDA income thresholds.

STAFF RECOMMENDATION: Motion to adopt the Workforce Housing Restrictive Covenant between JEB Group, LLC and the City and to authorize the Mayor and Clerk to sign.

M. Sale of 313 Orchard Planning

Staff is seeking authorization to sell the City-owned vacant lot at 313 Orchard to JEB Group LLC.

JEB Group LLC (Emily and Joe Hovinga) would like to purchase the City-owned buildable lot at 313 Orchard for \$3,000 (75% of the True Cash Value of \$4,000) plus half of the closing costs, and the fee to register the deed. JEB Group LLC will be constructing one duplex and one ADU (Accessory Dwelling Unit) on the property.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lot at 313 Orchard to JEB Group LLC (Emily and Joe Hovinga).

N. Sale of 420 Oak, 452 Oak, and 451 Erickson. Planning

Staff is seeking authorization to sell the City-owned vacant lots at 420 Oak, 452 Oak, and 451 Erickson to RSW Holdings LLC and Barrowstone Capital LLC. RSW Holdings LLC and Barrowstone Capital LLC would like to purchase the City-owned buildable lots at 420 Oak, 452 Oak, and 451 Erickson for \$9,000 (75% of

the True Cash Value of \$12,000) plus half of the closing costs, and the fee to register the deed. RSW Holdings LLC and Barrowstone Capital LLC will be constructing a duplex and an ADU (Accessory Dwelling Unit) on 420 and 452 Oak and a triplex on 451 Erickson, for a total of two (2) duplexes, two (2) ADUs, and one (1) triplex.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lots at 420 Oak, 452 Oak, and 451 Erickson to RSW Holdings LLC and Barrowstone Capital LLC.

O. Sale of 447 Oak Planning

Staff is seeking authorization to sell the City-owned vacant lot at 447 Oak to Nicole Ledeboer.

Nicole Ledeboer would like to purchase the City-owned buildable lot at 447 Oak for \$3,000 (75% of the True Cash Value of \$4,000) plus half of the closing costs, and the fee to register the deed. Nicole Ledeboer will be constructing one duplex and one ADU (Accessory Dwelling Unit) on the property.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lot at 447 Oak to Nicole Ledeboer.

P. Fire Records and Compliance Program Public Safety

The Fire Department is seeking approval to enter into a 3-year contract with Brycer L.P. to have "The Compliance Engine" which will better help with records management and compliance with fire alarm and suppression systems. This is a no-cost contract. The Compliance Engine collects, tracks and follows up on 3rd party inspection report on fire alarm and fire suppression systems to better support compliance of our buildings in the City of Muskegon.

STAFF RECOMMENDATION: I recommend to enter into a 3-year contract with Brycer L.P. to receive The Compliance Engine system for the Fire Department.

Q. Revision to County Human Resources Contract Manager's Office

Staff is seeking approval of a contract amendment for Human Resources services provided by Muskegon County.

Management has found that the human resource services needed for the City exceed what was originally contemplated when the contract with Muskegon County was modified in 2023. The County staff member assigned to work with the City has been responsible for activities that align with a leadership role rather than an analyst position. The County intends to upgrade the position to a manager role with an increase in salary. City management fully supports the increase due to the workload and responsibility associated with the role.

STAFF RECOMMENDATION: To approve the contract amendment for human resources services with Muskegon County and authorize the Mayor and Clerk to sign.

S. Janitorial Service Contract Public Works

Staff is requesting authorization to enter into a contract with Goodwill Industries for janitorial services at City Hall and the Public Service Building for \$282,310.22

over 3 years.

The current janitorial contract began in January 2024 with Professional Building Services. The current contract is three years and costs \$137,280.00 for City Hall and \$64,350.00 for the Public Service Building. Staff is looking for a higher level of service at both buildings, and so solicited bids for a new three-year janitorial contract with fourth and fifth year options for City Hall and Public Service Building. The three-year bid total for each building is as follows (note these are three-year totals, not annual costs):

Bidder	City Hall	DPW Building	Combined Total
UCS	\$166,060.49	\$45,450.17	\$211,510.66
Goodwill Industries	\$177,520.09	\$104,790.13	\$282,310.22
Top to Bottom Cleaning	\$234,517.06	\$87,497.76	\$322,014.82
Reliant Professional Cleaning	\$281,644.00	\$113,199.00	\$394,843.00

Staff recommends awarding the janitorial contract to Goodwill Industries for both buildings. Goodwill is staffing each building with considerably more hours than the other bid submissions, and had great comments from references. Their bid also substantially increases supervision over levels in the previous contract with Goodwill.

STAFF RECOMMENDATION: I move to authorize staff to enter into a contract with Goodwill Industries for janitorial services at City Hall and the Public Service Building for \$282,310.22 over 3 years.

V. Neighborhood Enterprise Zone Certificate Transfer for 302 Terrace Point Circle Economic Development

Staff is requesting the approval of a Neighborhood Enterprise Zone certificate transfer for 302 Terrace Point Circle. This is being requested due to the transfer benefiting a current staff member of the City of Muskegon.

The staff are requesting the approval of a Neighborhood Enterprise Zone (NEZ) certificate transfer for the property located at 302 Terrace Point Circle. While NEZ certificate transfers are typically handled administratively and do not require City Commission approval under state statute, this request is being brought before the Commission out of an abundance of transparency.

The homeowner is an employee of the City of Muskegon's Department of Public Works. Although the City Attorney has determined that a conflict of interest statement is not required, staff believes it is important to disclose the relationship and obtain formal Commission approval.

Supporting documentation includes the simplified NEZ transfer application, Principal Residence Exemption Affidavit, Letter from the City of Muskegon Attorney and the recorded Warranty Deed.

STAFF RECOMMENDATION: I move to approve the Neighborhood Enterprise Zone Certificate transfer for 302 Terrace Point Circle.

W. Adjustment to FY 2024/25 Budget, Manager's Office, Contracted Services (Climate Action Plan) Manager's Office

Staff is requesting a budget adjustment to account for expenditures related to the climate action plan.

In the fourth quarter reforecast, a mistake was made in the Manager's Office budget. There is a second charge of \$24,500 for finalizing the climate action plan that was not accounted for. The total amount fits within a State grant the City received for this work so there is a net zero impact to the budget. An adjustment needs to be made to the federal grant revenue line item since the first payment of the grant was mistakenly coded.

STAFF RECOMMENDATION: to approve the budget adjustments as outlined.

Motion by Commissioner Gorman, second by Commissioner Kilgo, to approve the Consent Agenda as presented minus items D, G, R, T and U.

ROLL VOTE: Ayes: Johnson, Kilgo, German, Gorman, Kochin, and St.Clair
Nays: None

MOTION PASSES

2025-51 ITEMS REMOVED FROM THE CONSENT AGENDA

D. Sale of 528 Oak Planning

Staff is seeking authorization to sell the City-owned vacant lot at 528 Oak to Arnoldink Properties LLC, Dave Arnoldink.

Arnoldink Properties LLC, Dave Arnoldink, would like to purchase the City-owned buildable lot at 528 Oak for \$3,000 (75% of the True Cash Value of \$4,000) plus half of the closing costs, and the fee to register the deed. 528 Oak will be split into two build-able lots and Arnoldink Properties LLC, Dave Arnoldink, will be constructing a duplex and an ADU on each property for a total of 2 duplexes and 2 ADUs.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lot at 528 Oak to Arnoldink Properties LLC (Dave Arnoldink).

Motion by Commissioner German, second by Vice Mayor St.Clair, to authorize staff to sell the City-owned vacant lot at 528 Oak to Arnoldink Properties LLC (Dave Arnoldink).

ROLL VOTE: Ayes: Kilgo, German, Gorman, Kochin, St.Clair, and Johnson

Nays: None

MOTION PASSES

G. Sale of 300, 310, & 370 Allen Planning

Staff is seeking authorization to sell the City-owned vacant lots at 300, 310, & 370 Allen to Sjaarda Homes and Properties LLC (Derek Sjaarda).

Sjaarda Homes and Properties LLC (Derek Sjaarda) would like to purchase the City-owned buildable lots at 300, 310, & 370 Allen for \$9,000 (75% of the True Cash Value of \$12,000) plus half of the closing costs, and the fee to register the deed. Sjaarda Homes and Properties LLC (Derek Sjaarda) will be constructing a duplex and an accessory dwelling unit (ADU) on each property. 300 Allen is adjacent to the current location of the Angell Neighborhood Association (NA) community garden (290 Allen). The Angell NA has given an official letter of support for the development of the lots.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lots at 300, 310, & 370 Allen to Sjaarda Homes and Properties LLC (Derek Sjaarda).

Motion by Commissioner German, second by Commissioner Kilgo, to authorize staff to sell the City-owned vacant lots at 300, 310, & 370 Allen to Sjaarda Homes and Properties LLC (Derek Sjaarda).

ROLL VOTE: Ayes: German, Gorman, St.Clair, Johnson, and Kilgo

Nays: Kochin

MOTION PASSES

R. Contract with Mediation & Restorative Services Planning

The City has partnered with Mediation & Restorative Services for the past two years to provide consultations with youth on the risks of vaping and early marijuana use. This contract is to provide another year of services.

This year's price for services has been reduced by \$5,000 because of reduced overhead costs. Over the past two years, M&RS has talked with over 4,000 youth, parents and community members as part of its partnership with the City.

STAFF RECOMMENDATION: I move to approve the contract with Mediation & Restorative Services as presented.

Commissioner German stated he is a mediator through Mediation & Restorative Services that is volunteer, not paid a salary, and just wanted to disclose that it is not a conflict of interest.

Vice Mayor St.Clair stated she serves on the Board of Directors for Mediation & Restorative Services and did get confirmation from legal counsel that it is not a technical conflict of interest.

Motion by Commissioner German, second by Vice Mayor St.Clair, to approve the contract with Mediation & Restorative Services as presented.

**ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None**

MOTION PASSES

T. Rezoning of 62 Irwin Ave from Neighborhood Residential (R) to Low-Density Multiple Family Residential (RM-1). Planning

Request to rezone the property at 62 Irwin Ave from R, Neighborhood Residential to RM-1, Low-Density Multiple Family Residential. The Planning Commission unanimously (6-0, 3 members absent) recommended approval of the request.

The property is zoned R-1, Neighborhood Residential. The parcel measures 13,200 sq. ft, and the vacant church on-site measures 2,583 sq. ft. The applicant would like to convert the former church building into residential units. The current zoning would allow up to a duplex, but the building is large enough to host more units. A rezoning to RM-1 would allow up to 16 units per acre, which would be four units on this property, assuming each unit would meet the necessary size requirements. With RM-1 zoning, the applicant would also have the option to apply for a special use permit for a single-room occupancy building, which he is also considering.

The parcels to the west along Peck St are also zoned RM-1. However, staff have been holding focus group discussions with these business owners about the possibility of rezoning the district to form-based code. Initial discussions were very positive and well-received. Even if these parcels were to be rezoned away from RM-1, the rezoning of 62 Irwin should still be considered for a rezoning to this designation, and staff do not believe this would be considered a spot zone. The Master Plan specifically talks about being flexible with the zoning of former civic buildings and allowing more density in their redevelopment.

Notice was sent to all properties within 300 feet of this parcel. At the time of this writing, staff had not received any comments from the public.

Staff recommends approval of the rezoning to RM-1. This zoning designation will allow the redevelopment of this civic building into a reasonable number of residential units, which will not vary from what already exists in the area. This request is consistent with the goals of the Master Plan to redevelop former civic buildings into multi-family housing or mixed-use developments.

STAFF RECOMMENDATION: I move to approve the request to rezone the property at 62 Irwin Ave from R, Neighborhood Residential to RM-1, Low-Density Multiple Family Residential.

Motion by Commissioner German, second by Commissioner Kochin, to approve the request to rezone the property at 62 Irwin Ave from R, Neighborhood Residential to RM-1, Low-Density Multiple Family Residential.

**ROLL VOTE: Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, and German
Nays: None**

MOTION PASSES (REQUIRES SECOND READING)

U. Rezoning of 1188 Lakeshore Dr from Lakefront Recreation (LR) to Form Based Code, Urban Residential (FBC, UR). Planning

Request to rezone the property at 1188 Lakeshore Dr from Lakefront Recreation (LR) to Form Based Code, Urban Residential (FBC-UR). The Planning Commission unanimously (6-0, 3 members absent) recommended approval of the request. This vacant lot measures 1.6 acres and is zoned LR, Lakefront Recreation. It is located between the Lakeshore Yacht Harbour marina and Adelaide Point and is owned by Cole's Quality Foods. The applicant is considering purchasing the property and would like to build a single-family house to live in. The LR zoning designation does not allow for housing. The lot does not have frontage on a street, but the applicant is working with Lakeshore Yacht Harbour to obtain an easement from the southern end of this lot to W. Western Ave. The applicant is requesting to rezone the property to Form Based Code, Urban Residential, which would allow up to a duplex and an accessory dwelling unit, in terms of density. However, he is only planning on developing one single-family house. Much of the lot is unusable for construction as it lies below the ordinary high watermark, and there is also a large slope in the building footprint area. Utilities will need to be installed underneath the former railroad ROW, and the applicant will be responsible for obtaining easements from CSX. A driveway will also need to be installed at the end of the cul-de-sac and across the bike path. A permit from the City Engineering Department will be required.

The future land use map in the Master Plan identifies this parcel as "Lakeshore," which is described as "Mixed-use development and recreational, water-related activities located along the Muskegon Lake shoreline. The large lot sizes, uniquely shaped parcels, and wide range of permitted uses, Planned Unit Developments (PUD) are common in this land use category."

A site plan is not required for a rezoning request, but one has been provided to show how the development would work. The applicant has worked with city staff to create a driveway that would be placed in a way to minimize conflict with the bike path.

Staff recommends approval of the request. The applicant will have to purchase the property and obtain easements for the driveway and utilities before permits can be pulled. While the rezoning to FBC, UR does not totally align with the mixed-use designation in the future land use map, the low elevation of most of the lot prevents its redevelopment into anything substantial. A single-family

house may be about as large of a development that could fit on this lot, given its development challenges. The addition of a housing unit will contribute to the mixed-use along the shoreline.

STAFF RECOMMENDATION: I move to approve the request to rezone the property at 1188 Lakeshore Dr from Lakefront Recreation to Form Based Code, Urban Residential.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to approve the request to rezone the property at 1188 Lakeshore Dr. from Lakefront Recreation to Form Based Code, Urban Residential.

ROLL VOTE: Ayes: Kochin, St.Claire, Johnson, Kilgo, German, and Gorman
Nays: None

MOTION PASSES (REQUIRES SECOND READING)

2025-52 UNFINISHED BUSINESS

A. Official City of Muskegon Pride & Juneteenth Flags Mayor's Office

A proposal to adopt two additional Official City Flags modeled on the Intersex Pride Flag and the Juneteenth Flag.

Cities across the country have taken steps to ensure inclusive symbols can be used in their cities. One way to achieve this is by adopting multiple official city flags that can be flown at any time. It is proposed that the City of Muskegon adopt two additional city flags based on the Intersex Pride Flag, with the city's tile "M" in the lower right corner of the flag. And another flag based on the Official Juneteenth Flag with the city's time "M" in the upper left corner of the flag.

STAFF RECOMMENDATION: To adopt the City of Muskegon Pride Flag and the City of Muskegon Juneteenth Flag as alternative official City flags.

Motion by Commissioner German, second by Vice Mayor St.Claire, to adopt the City of Muskegon Pride Flag and the City of Muskegon Juneteenth Flag as alternative official City flags.

ROLL VOTE: Ayes: None
Nays: St.Claire, Johnson, Kilgo, German, Gorman, and Kochin

MOTION FAILS

ANY OTHER BUSINESS

City Manager Jonathan Seyferth stated that the demolition of 880 First Street will be delayed until mid-day Wednesday because a cable broke and it is causing the delay.

GENERAL PUBLIC COMMENT

No public comments were received.

2025-53 CLOSED SESSION

A. City Manager Evaluation City Clerk

City Manager Jonathan Seyferth requested that we go into Closed Session and that it be reflected in the minutes as so.

Motion by Vice Mayor St.Clair, second by Commissioner Kilgo, the City Manager having requested that his periodic personnel evaluation be conducted in Closed Session, I move to go into Closed Session to consider a periodic personnel evaluation of the City Manager.

**ROLL VOTE: Ayes: Johnson, Kilgo, German, Gorman, Kochin, and St.Clair
Nays: None**

MOTION PASSES

Motion by Commissioner Kilgo, second by Vice Mayor St.Clair, to go into Open Session.

**ROLL VOTE: Ayes: Kilgo, German, Gorman, Kochin, St.Clair, and Johnson
Nays: None**

MOTION PASSES

ADJOURNMENT

The City Commission meeting adjourned at 8:05 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Purchase of Tax Auction Properties							
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning							
Brief Summary: Purchase of vacant lots and one house from the County Treasurer.								
Detailed Summary & Background: Prior to the August 1st, 2025 Tax Auction, the City has the opportunity to express interest in vacant land and houses to the County Treasurer. There is 1 address (1764 Manz) with a home on it, that will be developed by the CNS Department with HOME funds and sold to buyers at or below the 80% AMI. There are 5 vacant lots (872 E Forest, 1642 Dyson, 181 Irwin, 1500 Park, and 771 McLaughlin) that will be used to help further infill housing goals. All properties purchased will be for public purposes. Three properties were removed from the original list of properties (240 Mason, 436 Catawba, and 159 W Larch). These properties' cost was originally \$11,355.87. Notice was given today (7/8/25) that an Intent to Claim was filed with the County Treasurer's office by previous owners, raising the total cost of these three addresses to \$166,800. When an Intent to Claim is filed, the minimum purchase amount is changed to fair market value, or double the SEV.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: \$22,391.23	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;">x</td> <td style="width: 15%;">No</td> <td style="width: 10%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes	x	No		N/A		
Yes	x	No		N/A				
Fund(s) or Account(s): Land Acquisition.	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 15%;">No</td> <td style="width: 10%;">x</td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes		No	x	N/A		
Yes		No	x	N/A				

Recommended Motion:

Authorize the Code Coordinator to proceed with the purchase of the addresses in the attached letter of intent from the Muskegon County Treasurer Tax Auction, 8/1/2025.

Approvals:

Immediate Division Head	☒	
Information Technology	☐	
Other Division Heads	☒	
Communication	☐	
Legal Review	☒	

Guest(s) Invited / Presenting:

No



July 8, 2025

MUSKEGON COUNTY TREASURER
TONY MOULATSIOTIS
173 E APPLE AVE, STE 104
MUSKEGON, MI 49442

Re: LETTER OF INTENT/PRIOR TO THE TAX AUCTION: AUGUST 2025

County Treasurer,

We would like to express our intent to acquire the following properties through the August 1st, 2025 Tax Auction of the Muskegon County Treasurer. Our intended uses are for a public purpose. Please see the addresses, parcel numbers, and cost below:

PARCEL #	ADDRESS	AMOUNT
24-205-085-0003-00	771 MCCLAUGHLIN AVE	\$5,750.38
24-185-119-0003-00	1764 MANZ ST	4,230.62
24-285-001-0003-00	872 E FOREST AVE	\$5,058.53
24-185-101-0007-00	1642 DYSON ST	\$5,681.40
24-205-273-0002-00	181 IRWIN AVE	\$687.52
24-205-418-0001-00	1500 PARK ST	\$982.78
Total=		\$22,391.23

Sincerely,

Samantha Pulos
Code Coordinator
Planning Department
City of Muskegon
(231) 724-6963
sam.pulos@shorelinecity.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: City Support Emergency Operations Plan							
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety							
Brief Summary: Staff seeks adoption of the City's updated Support Emergency Operations Plan.								
Detailed Summary & Background: Public Safety staff seek the adoption of an updated City-specific Support Emergency Operations Plan (EOP) which describes how the City will handle emergency situations in cooperation with the County and MSP Emergency Management agencies. The scope of the Support EOP is limited to severe weather events, as other areas of emergency management responsibility will remain with the County of Muskegon's Emergency Manager. The goal is to coordinate emergency response efforts, before, during and after, and respond to any emergency, and describe response procedures. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the Plan annexes. This Plan will assist staff in accomplishing our primary responsibilities of protecting lives and property.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 GOAL 3: COMMUNITY CONNECTION - Increased support for relationship building between public safety and neighbors								
Amount Requested: NA	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">No</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">X</td> <td style="width: 15%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	X	☐
Yes	☐	No	☐	N/A	X	☐		
Fund(s) or Account(s): NA	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">No</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">X</td> <td style="width: 15%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	X	☐
Yes	☐	No	☐	N/A	X	☐		
Recommended Motion: I move to adopt the updated City's Support Emergency Operations Plan.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;"> Immediate Division Head </td> <td style="width: 10%;">☐</td> <td style="width: 30%;"></td> </tr> </table>	Immediate Division Head	☐		Guest(s) Invited / Presenting: No				
Immediate Division Head	☐							

Information Technology			
Other Division Heads	X		
Communication	X		
Legal Review			



CITY OF MUSKEGON
SUPPORT EMERGENCY OPERATIONS PLAN

Severe Weather Events

INTENTIONALLY BLANK

CITY OF MUSKEGON

SUPPORT EMERGENCY OPERATIONS PLAN

An all-hazards plan supporting the Muskegon County Emergency Operations Plan/Emergency Action Guidelines, for use in the event of disaster or severe emergency of natural, human, wartime, technological or terrorism origin.

March 20, 2023

TABLE OF CONTENTS

Promulgation Document.....	5
Approval and Implementation	6
Record of Revisions.....	7
Record of Distribution.....	8
 <u>Basic Plan:</u>	
Purpose.....	9
Scope.....	9
Authorities and References.....	9
Plan Development and Maintenance.....	9
Situation Overview	10
Planning Assumptions.....	11
Concept of Operations	12
Organization and Assignment of Responsibilities.....	13
 <u>Annexes:</u>	
Overview	16
Annex A, Direction, Control, and Coordination.....	17
Annex B, Communications and Warning.....	19
Annex C, Damage Assessment.....	21
Annex D, Fire Services.....	23
Annex E, Emergency Assistance, Housing, and Human Services.....	25
Annex F, Public Health and Medical Services.....	27
Annex G, Public Information.....	29
Annex H, Public Safety and Mass Care.....	31
Annex I, Public Works.....	33
 <u>Attachments:</u>	
Attachment A: Incident and Declaration Progression	35
Attachment B: Format for Declaring a Local "State of Emergency".....	36
Attachment C: Format for Requesting a Governor's Declaration and State Assistance	37
Attachment D: Pre-identified Shelter Locations.....	38
 <u>Annexes & Appendices:</u>	
Annexes and Appendices Overview	40
ESF #1, Transportation	40
ESF #2, Communications	43
ESF #3, Public Works and Engineering	46
ESF #4, Firefighting	52
ESF #5, Information and Planning	55
ESF #6, Mass Care, Emergency Assistance, Temporary Housing, and Human Services.....	60
ESF #7, Logistics	64
ESF #8, Public Health and Medical Services.....	67
ESF #9, Search and Rescue.....	71
ESF #10, Public Safety and Security	74
ESF #11, External Affairs.....	80
Appendix 1, Severe Weather Event.....	85

PROMULGATION DOCUMENT

Officials of the City of Muskegon, in conjunction with the County of Muskegon and Michigan State Emergency Management (EM) agencies, have developed this Support Emergency Operations Plan that will enhance the local emergency response capability.

This plan, when used properly and updated, will assist local government officials to accomplish their primary responsibilities of protecting lives and property in their community. This plan and its provisions will become official when it has been signed and dated below by the Chief Administrative Official (CAO) of the municipality.



Chief Administrative Official
City of Muskegon

5/12/25
Date

APPROVAL AND IMPLEMENTATION

The Support Emergency Operations Plan, referred to in this document as the Support EOP, describes how the City of Muskegon will handle emergency situations in cooperation with the Muskegon County Emergency Management Program. The Support EOP assigns responsibilities to agencies for coordinating emergency response activities before, during, and after any type of emergency or disaster. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the plan annexes or separate Standard Operating Procedures (SOP).

The goal of the Support EOP is to coordinate emergency response efforts to save lives, reduce injuries, and preserve property. The Support EOP addresses emergency issues before and after an emergency, but its primary goals are to assemble, mobilize and coordinate a team of responders that can respond to any emergency, and describe response procedures in relation to the county response procedures.

The Support EOP will use a graduated response strategy that is in proportion to the scope and severity of an emergency. The City of Muskegon will plan, prepare and activate resources for local emergencies that affect the local area (or a specific site) and/or widespread disasters that affect the entire state and/or nation.

The Support EOP was developed by an Emergency Operations Team (EOT) consisting of key departments covering emergency functions such as law enforcement, fire, and public works. The team works to establish and monitor programs, reduce the potential for hazard events in the community through planning, review, and training, and assist the Muskegon County Emergency Management Program in developing and maintaining the County EOP.

The Support EOP must be signed by the current CAO each time it is updated, with the exception of the following activities:

1. Minor updates e.g. changing system names, grammar, spelling or layout changes
2. Updates to the annexes

These activities may be updated in the plan without the CAO signature by the following individuals:

1. Emergency Management Liaison
2. Department head responsible for an annex

Homeland Security Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. NIMS will provide a nationwide approach that enables federal, state, tribal and local government agencies to "work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity." This Support EOP has integrated NIMS concepts, including the Incident Command System (ICS), and language to help incident management operate in accordance to the NIMS using the guidance provided by the Department of Homeland Security (OHS).

During an emergency, all response personnel will use the ICS to manage the incident and employ emergency resources at the site. The Emergency Operation Center (EOC) will coordinate additional resources when needed. This EOP will be used during community recovery after an emergency.

This plan supersedes all previous plans.

RECORD OF REVISIONS

The following is a list of revisions made to the Support EOP. This chart tracks the date that changes were made, reason for the changes, updated pages, and who made the revision.

Date	Reason for Revision	Page Numbers	Revised By
5/12/25	Updated Entire Document	All	Timothy Kozal

RECORD OF DISTRIBUTION

The following is a list of the individuals and facilities that have been provided a copy of the EOP in order to conduct the assigned tasks addressed in this plan.

Title of Recipient		Name of Recipient	Agency	Date	Number of Copies
Chief Administrative Official		Jonathan Seyferth	City of Muskegon		
Mayor		Ken Johnson	Muskegon City Commission		
Muskegon County Emergency Management Coordinator		Renee Gavin	Muskegon County Sheriffs Office		
City of Muskegon Emergency Management Liaison		Timothy Kozal	City of Muskegon		
Communications and Warning Official		Jason Wolford	Muskegon County Central Dispatch		
Damage Assessment Official		Dan VanderHeide	City of Muskegon DPW		
Fire Services Official		Timothy Kozal	Muskegon Public Safety		
Mass Care, Emergency Assistance, Housing, and Human Services Official		Jake Eckholm	City of Muskegon Planning		
Public Health and Medical Services Official		Chad Crook	Trinity Health EMS		
Public Information Official		Jonathan Seyferth	City of Muskegon		
Muskegon Public Information Center		Timothy Kozal	City of Muskegon		
Muskegon Emergency Operations Center		Timothy Kozal	City of Muskegon		

BASIC PLAN

Purpose

The City of Muskegon has elected to incorporate into the Muskegon County Emergency Management Program. As partners in the five phases of emergency management, mitigation, preparedness, prevention, response and recovery, the City of Muskegon and the Muskegon County Emergency Management Program share joint responsibilities. The City of Muskegon Support EOP has been developed to identify these responsibilities. It is to be used in concurrence with the County EOP. In accordance with Section 19 of the Michigan Emergency Management Act (1976 PA 390, as amended), activation of this plan at the beginning of a disaster or emergency also establishes eligibility to receive state assistance for disaster related expenses incurred during a State of Emergency or Disaster declared by the Governor, for which federal assistance is unavailable.

Scope

The City of Muskegon Support EOP is an adaptable document that can be applied to all hazards. Due to the unique nature of emergencies, it may become necessary to deviate from the contents of the plan when responding to an incident. Agencies that have been assigned supporting roles in this plan have developed and will maintain SOPs that provide systematic instructions for accomplishing their assigned functions. The local government conducts additional activities, such as personnel training, participation in exercises, public information, land-use planning, etc., to support emergency preparedness, mitigation, and response efforts. To facilitate efficient emergency management operations, the City of Muskegon continues to implement the National Incident Management System (NIMS).

Authorities and References

1. Authority of local officials during an emergency:
 - a. 1976 PA 390, as amended, local Emergency Management resolution,
 - b. City of Muskegon adoption of the Support EOP,
 - c. Executive Directive No. 2005-09, the state adoption of the NIMS,
 - d. The Robert T. Stafford Disaster Relief and Emergency Assistance Act,
 - e. Emergency Planning and Community Right to Know Act of 1986 (EPCRA) also known as the Superfund Amendments and Reauthorizations Act (SARA), Title III,
 - f. Good Samaritan Law and Know Act of 1986.
2. References used to develop the Support EOP:
 - a. NIMS,
 - b. NRF,
 - c. Michigan Emergency Management Plan (MEMP), Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMSHD),
 - d. Pub 204, MSP/EMHSD.

Plan Development and Maintenance

To ensure that this Support EOP addresses the needs of the community and is consistent with the Muskegon County EOP, this document was developed in a cooperative, whole community effort between municipal government, local community, and the County Emergency Management Program. The Support EOP is updated after every change of the municipal CAO or update to the County EOP. After the plan is adopted by resolution of the Muskegon City Commission and approved by the CAO, it is forwarded to the County Emergency Management Program. The plan will be implemented, tested through exercises in concurrence with county officials, and maintained in accordance with the standards of the Muskegon County EOP.

This plan has been provided to all municipal departments, local elected officials, the County Emergency Management Program and all agencies tasked within the document. It includes this Basic Plan, which provides an overview of the municipality's preparedness and response strategies, and functional annexes that describe the actions, roles and responsibilities of participating organizations.

Situation Overview:

- A. The City of Muskegon has taken various preparedness and incident management steps to enhance capabilities in responding to incidents including:
1. The mitigation of potential hazards.
 2. Identification of emergency response agencies and mechanisms that will protect life and property before, during and after an emergency.
 3. Tasking agencies, organizations, and individuals with specific functions and responsibilities relative to emergency operations. Assigned tasks are explained in further detail under the "Organization and Assignment of Responsibilities."
 4. Integration with the Muskegon County EOP, Muskegon County hazard mitigation plan, MEMP, etc.
 5. The following table shows the five mission areas outlined in the NPG and the examples of capabilities and activities that have been established to be executed by the EM organization and within the scope of this EOP:

Mission Area	Purpose	Capabilities/Actions
Prevention	Prevent, avoid, or stop an imminent, threatened, or actual act of terrorism.	Heighten security for potential targets, investigate the nature and source of threats, disrupt illegal activities, and apprehend perpetrator, etc.
Protection	Protect individuals and assets against threats and hazards.	Develop plans through systematic planning processes, establish effective public information and warning systems to communicate significant hazards, create partnerships and networks between protection elements, facilitate information sharing between stakeholders, etc.
Mitigation	Reduce the loss of life and property by lessening the impact of future incidents.	Identify and assess hazards and vulnerabilities, develop mitigation plans that includes mitigation strategies, implement mitigation measures in support of the strategies, provide community with information on relevant hazards and empower them to make informed decisions, etc.
Response	Respond quickly to save lives, protect property and the environment, and meet basic human needs during/following an incident.	Activate EOC and establish a command-and-control structure to support and coordinate response activities, deploy resources and supplies, activate Mutual Aid Agreements (MAA)/Memorandum of Understanding (MOUs, coordinate with multiple agencies and jurisdictions, facilitate the restoration of Community Lifelines, etc.
Recovery	Recover and restore communities affected by an incident.	Conduct Damage Assessment (DA), plan for recovery at the same time as response actions are taken, restore infrastructure, apply for disaster assistance and reimbursements, consider mitigation opportunities while

		implementing recovery projects, inform public of recovery programs, etc.
--	--	--

B. Community profile:

The City of Muskegon is located in the south west portion of Muskegon County. The community has a population of 37,552 residents. Approximately 12.2 percent of residents have been recognized as individuals with Access and Functional Needs. Many of the residents that require Functional Needs Support Services (FNSS) reside in congregate care centers, while others reside in non-group homes where support is provided as needed or on-call. The City's major industries are medical services and automotive manufacturing employing approximately 5,000 people. Due to these industries, the City is concerned with potential displaced citizens, closed streets and bridges dividing the community and presenting general public health/safety concerns.

C. Hazard and threat analysis:

According to the Muskegon County Hazard Mitigation Plan, communities in the county are most vulnerable to: severe weather events including high winds, snow/ice/sleet storms, coastal erosion; hazardous chemical incidents at fixed sites, along rail and highways, and from commercial marine vessels on Muskegon Lake. Areas within the City of Muskegon that are especially vulnerable to these hazards are: residential areas on the western end of Muskegon near Lake Michigan and Muskegon Lake; the Industrial Park located on the eastern most portion of the City, and the Water Filtration Plant located along Lake Michigan on Beach St. Additional hazards that have been identified as unique to the City of Muskegon can be found in Muskegon County's Hazard Mitigation Plan/Analysis.

Ten (10) sites that contain extremely hazardous materials are located in the City of Muskegon. Facility owners have reported the types of hazardous materials that are stored on-site, as required by the Emergency Planning and Community Right-To-Know Act (EPCRA). Pursuant to SARA Title III requirements, off-site emergency response plans have been developed by the Local Emergency Planning Committee (LEPC) to prepare fire departments for responding to the release of the specific hazardous materials on these sites.

D. Relationship between municipality and County Emergency Management Program:

Emergency management and response are primarily local responsibilities. However, disasters and emergencies might exhaust the resources and capabilities of local governments. Therefore, the City of Muskegon has chosen to incorporate into the Muskegon County Emergency Management Program. To coordinate emergency management related matters with the County Emergency Management Program, the City of Muskegon has appointed the Public Safety Director to serve as the Emergency Management Liaison. The Emergency Management Liaison facilitates communication and coordination between the City of Muskegon and county, and is the local point of contact for the County Emergency Management Coordinator (EMC).

Planning Assumptions

- A. The proper implementation of this plan will result in saved lives, incident stabilization, and property protection in the City of Muskegon.
- B. Some incidents occur with enough warning that necessary notification can be issued to ensure the appropriate level of preparation. Other incidents occur with no advanced warning.

- C. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with an incident. It may be necessary to request assistance through volunteer organizations, the private sector, memorandums of understanding (MOUs), and/or county, state and federal sources. When provided, these will supplement, not substitute for, relief provided by local jurisdictions.
- D. All emergency response agencies within the City of Muskegon that have been tasked in the plan are considered to be available to respond to emergency incidents. Agencies will work to save lives, protect property, relieve human suffering, sustain survivors, stabilize the incident, repair essential facilities, restore services and protect the environment.
- E. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.
- F. Emergency planning is a work-in-progress; the Support EOP is consistently reviewed and updated.
- G. During an emergency or disaster, parts of the plan may need to be improvised or modified, if necessary, based on the situation.

Concept of Operations

- A. Activation of the Support EOP and declaration of a local state of emergency:

When the potential of an emergency exists, at the request of the EM Liaison, the Support EOP is activated by the County EM and the local Emergency Operations Center (EOC) is opened to facilitate activities that ensure the safety of people, property and environment. Pursuant to 1976 PA 390, as amended, the municipal CAO may declare a local state of emergency for the City of Muskegon if circumstances indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property exist. In the absence of the City Manager, pursuant to local legislation, the Mayor is authorized to declare a local state of emergency. Upon a local declaration, PA 390 authorizes the municipal CAO to issue directives as to travel restrictions on local roads. To facilitate activities that ensure the safety of people, property and environment, a local declaration also activates this Support EOP and the municipal Emergency Operations Center (EOC). A local state of emergency shall not be continued or renewed for a period in excess of seven days except with the consent of the governing body of the municipality.

- B. The following procedures are conducted and coordinated with the county in response to an incident:

1. The Emergency Management Liaison will perceive the emergency, assess the hazard and ensure that municipal emergency response agencies, elected officials and County EMC are notified of the situation.
2. Municipal agencies assess the nature and scope of the emergency or disaster.
3. If the situation can be handled locally, the following guidelines are used:
 - a. The Emergency Management Liaison advises the CAO and coordinates all local emergency response actions.

- II. The Emergency Management Liaison activates the EOC. The EOC is located at Muskegon City Hall, 933 Terrace Street. If this location is unavailable, the alternate EOC location is Muskegon Central Fire Station, 770 Terrace Street.

- b. The CAO declares a local state of emergency. The Emergency Management Liaison notifies the County EMC and forwards the declaration to the County Emergency Management Program.

- c. Emergency Response Agencies are notified via telephone, radio/dispatch or text messaging to report to the EOC by the Emergency Management Liaison.
 - d. The CAO directs departments/agencies to respond to the emergency in accordance with the guidelines outlined in this plan and its annexes, and issues directives as to protective actions and travel restrictions on local roads.
 - e. The Emergency Management Liaison keeps the County EMC informed of the situation and actions taken.
4. If the emergency is beyond local control, municipal resources become exhausted, or special resources are needed, county assistance is requested through the County EMC.
5. If county assistance is requested, the County EMC assesses the situation and makes recommendations on the type and level of assistance. The county will also take the following steps:
 - a. Activate County EOC and EOP
 - b. Respond with county resources
 - c. Activate MAA/MOUs to supplement county resources
 - d. Notify MSP/EMSHD District Coordinator
 - e. Make available incident information to MSP/EMSHD and statewide agencies via the Michigan Critical Incident Management System (MI CIMS) online platform, by submitting and maintaining applicable MI CIMS boards and logs.
6. If county resources and capabilities are exhausted, the county requests the Governor to declare a State of Emergency or State of Disaster in accordance with procedures set forth in 1976 PA 390, as amended. If the emergency occurs solely within the confines of the municipality, the county shall not request state assistance or the Declaration of a State of Disaster or Emergency unless requested to do so by the municipal CAO.

Organization and Assignment of Responsibilities

Emergency Management Organization:

- The City of Muskegon emergency management organization is comprised of a Public Safety Division that is responsible for conducting activities in response to emergencies within the community. To facilitate an effective emergency response, this Division has been assigned specific emergency functions. The Division is responsible for implementing pre-disaster activities to prevent, mitigate and prepare for the various hazards that the community is vulnerable to. These activities include awareness training and public education, exercising, preparing Standard Operating Procedures (SOPs) and job aides, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, regulating land-use, etc.
- The following table lists the established emergency support functions, assigned agencies, primary points of contact, and phone numbers.

Function	Agency	Primary Contact	Phone
Direction, Control, and Coordination	Muskegon City Manager	Jonathan Seyferth	Office-231-724-6724 Cell-231-286-8458

Communications and Warning	Muskegon County Central Dispatch	Jason Wolford	Office-231-332-6604 Cell-231-206-5741
Damage Assessment	Muskegon Department of Public Works	Dan VanderHeide	Office-231-724-6993 Cell-616-443-0829
Fire Services	Muskegon Fire Department	Timothy Kozal	Office-231-724-6954 Cell-269-929-3141
Mass Care, Emergency Assistance, Housing, and Human Services	Muskegon Division of Development Services	Jake Eckholm	Office-231-724-6993 Cell-616-443-0829
Public Health and Medical Services	Professional Med Team (Pro Med)	Chad Crook	Office-231-720-1410 Cell-616-259-2232
Public Information	Muskegon City Manager	Jonathan Seyferth	Office-231-724-6724 Cell-231-286-8458
Public Safety and Security	Muskegon Police Department	Timothy Kozal	Office-231-724-6954 Cell-269-929-3141
Public Works	Muskegon Department of Public Works	Dan VanderHeide	Office-231-724-6993 Cell-616-442-0829

- The following table lists the alternates designated to represent the emergency functions.

Agency	1 st Alternate	2 nd Alternate
Muskegon City Manager	Timothy Kozal	LeighAnn Mikesell
Muskegon County Central Dispatch	Nick Martin	
Muskegon Department of Public Works	Todd Myers	Joe Buthker
Fire Department	Jay Paulson	Jim Diffell
Police Department	Andrew Rush	Tim Bahorski
Pro-Med	Dan Young	

- The City of Muskegon maintains a Public Safety Division which consists of a Police and Fire Department. Each department contributes to the safety and welfare of the community. Each department employs qualified emergency personnel and maintains equipment that can be used in emergency response. A list of resources available for utilization during incidents can be requested through the Emergency Management Liaison. If resource needs exceed the capabilities of the community, the CAO may activate MAA/MOUs and pre-disaster contracts, or it may become necessary to request county assistance.

Responsibilities:

- The following responsibilities have been assigned to each organization that has been assigned responsibility in this plan:
 - Assist in the development, review and maintenance of Support EOP and County EOP.
 - Report to the local EOC when activated for scheduled exercises or emergencies.
 - Build capabilities and develop/maintain SOPs for specific functions or actions identified in the plan. Continuously review and update procedures.
 - Maintain a list of resources available through the departments.
 - Establish MAA/MOUs and contracts with other jurisdictions and organizations to supplement municipal resources.
 - Activate MAA/MOUs and contracts with other organizations to supplement response activities when local resources become exhausted.
 - Train personnel in emergency management functions and NIMS/ICS concepts.
 - Protect vital records and other resources deemed essential for continuing government functions and each agency's emergency operations in accordance to procedures and policies.
 - Ensure compliance with this plan and the County EOP, and any pertinent procedures and documents that impact the provision of emergency services in the municipality.
- The annexes attached to this plan further describe nine emergency support functions and their associated responsibilities in mitigation, preparedness, prevention, response and recovery. Annexes include the organizations that are responsible for carrying out the emergency functions, and assign tasks associated with each function.

ANNEXES

The annexes attached to the Basic Plan describe all-hazard functions and include the roles and responsibilities that each responsible agency should consider during an emergency for which the Support EOP has been activated. Each annex contains: the agencies responsible for carrying out a function, their assigned tasks, and the concept of operations.

The annexes attached to this plan include the following functions:

Annex A, Direction, Control, and Coordination

Annex B, Damage Assessment

Annex C, Communications and Warning

Annex D, Fire Services

Annex E, Mass Care, Emergency Assistance, Housing, and Human Services

Annex F, Public Health and Medical Services

Annex G, Public Information

Annex H, Public Safety and Security

Annex I, Public Works

ANNEX A

DIRECTION, CONTROL, AND COORDINATION

The Direction, Control, and Coordination function is responsible for the activation, organization and operation of the local EOC, the facilitation of incident management, response, and recovery efforts, and coordination with the County Emergency Management Program.

Direction, Control, and Coordination officials will maintain liaison and coordinate emergency management and response activities with the Direction, Control and Coordination function at the county level.

Responsible Agency: City Manager's Office

Direction, Control, and Coordination Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	EOC operations
	Activate the EOC and ensure that appropriate staff is notified.
	Establish a system of coordination, such as ICS (see Figure 1), within the EOC. (Field operations at the ICP are required to utilize ICS.)
	Maintain administrative materials for the EOC, i.e., pencils, paper, maps, and status boards.
	Ensure copies of the Support EOP and EOC SOPs are available to EOC staff.
	Coordinate with law enforcement officials for EOC security.
	Local authority
	Direct and coordinate response activities in accordance with this plan, including prioritizing allocation of scarce resources.
	Relieve jurisdiction employees of normal duties and temporarily reassign them to emergency duties, and employ temporary workers, as necessary.
	Declare a local state of emergency.
	Issue directives as to travel restrictions on municipal roads.
	Recommend appropriate protective measures to ensure the health and safety of people and property.
	Assistance to other agencies
	Advise the County Emergency Management Coordinator of the situation and maintain liaison with the County Emergency Management Program.
	Establish communications with and provide support to the Incident Command Post (ICP).
	Provide frequent staff briefings and ensure all groups function as planned.
	Inform legislative body of measures taken.
	Review and authorize the release of information to the public through the Public Information Officer (PIO).
	Logistics
	Ensure all resources are made available for response.
	Formulate specific assistance requests to adjacent jurisdictions and the county.
	Activate MAA/MOUs and contracts with other jurisdictions and organizations.
	Provide aid to other communities as provided for in MAA/MOUs.
	Ensure staff maintains list of actions taken and financial records.

DIRECTION, CONTROL, AND COORDINATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
City of Muskegon	Muskegon City Manager

The line of succession for the CAO for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director of Public Safety	Muskegon Department of Public Safety
Deputy City Manager	City of Muskegon

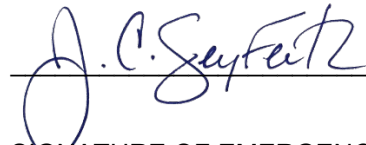
The line of succession for the Emergency Management Liaison for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Deputy Director of Public Safety	Muskegon Department of Public Safety
Captain, Operations Division	Muskegon Department of Public Safety

The CAO and Emergency Management Liaison are responsible for reporting or delegating an individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Direction, Control, and Coordination function.

SIGNATURE OF CHIEF ADMINISTRATIVE OFFICIAL

DATE



5/25/25

SIGNATURE OF EMERGENCY MANAGEMENT LIAISON

DATE



4/14/25

ANNEX B

COMMUNICATIONS AND WARNING

The Communications and Warning function is responsible for alerting and notification of key officials, receiving and disseminating warning and critical emergency information to the public, and the establishment, maintenance, and coordination of communication protocols and links between the EOC and other incident facilities.

The Communications and Warning Official will maintain liaison and coordinate emergency management and response activities with the Communications and Warning functions at the county level.

Responsible Agency: Muskegon County Central Dispatch

Communications and Warning Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Communication links
	Ensure lines of communication have been established between all agencies represented in the local EOC, their department offices and their staff at the incident site. Available channels for establishing communications includes radios, telephone and cellular phones.
	Coordinate communications between municipal and county EOC. Available channels for establishing communications include radios, telephone, and cellular phones.
	Establish communications links with the adjacent communities and higher levels of government.
	Coordinate warning frequencies and procedures with adjacent communities and other Government agencies.
	Disaster warning and information
	Activate public warning systems when instructed to do so by the CAO or Emergency Management Liaison. Warning methods include door to door, First Call (Central Dispatch), Nixie (MPD), and news media notifications.
	Ensure that warning messages received through the Law Enforcement Information Network (LEIN), National Warning System (NAWAS), Emergency Alert System (EAS), local weather spotters, or other verifiable means are issued in a timely manner.
	Determine which facilities are endangered by the incident and contact those facilities. Ensure they are contacted when protective actions are rescinded.
	Notify special locations (e.g., schools, hospitals, nursing homes, major industries, institutions, and places of public assembly).
	Ensure that public warning systems provide notification to residents with Access and Functional Needs, such as the elderly, hearing impaired, non-English speakers, individuals with mobility limitations, etc.
	Official notification
	Ensure that all necessary officials have been notified and/or updated about the incident.
	Notify neighboring jurisdictions of impending hazard or hazardous situations when instructed to do so by the Chief Executive Official or Emergency Management Liaison.

COMMUNICATIONS AND WARNING

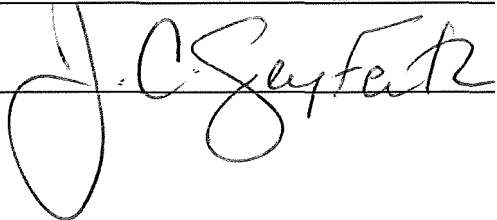
The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
Muskegon County Central Dispatch	Jason Wolford

The line of succession for representing the Communications and Warning function during a response to an emergency or disaster situation is:

NAME OF CONTACT	AGENCY
Jason Wolford	Muskegon County Central Dispatch
Nick Martin	Muskegon County Central Dispatch

Muskegon County Central Dispatch is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Communications and Warning function.

IGNATURE OF COMMUNICATIONS AND WARNING OFFICIAL	DATE
	4-17-23

ANNEX C

DAMAGE ASSESSMENT

The Damage Assessment (DA) function is concerned with the process of documenting damage from emergencies in the community. Information gathered may be used to determine the extent of damage and impact on the community resulting from an incident to justify future federal funding, declarations of emergency, and disaster proclamations. An accurate damage assessment is a necessary part of the recovery phase and determines qualification for state and federal disaster aid.

The Damage Assessment Official will maintain liaison and coordinate emergency management and response activities with the DA function at the county level.

Responsible Agency: Muskegon Department of Public Works (DPW)

Damage Assessment Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Damage assessment
	Maintain current list of DA field team members.
	Maintain damage assessment field team supplies for contingency purposes, i.e., MSP/EMSHD Pub 901 Michigan Damage Assessment Handbook, blank forms, flashlights, cameras, pencils, Paper, maps, etc.
	Activate DA field teams.
	Collect both public and private damage assessment information.
	Record initial information on damages from first responders.
	Augment DA field teams, as the situation dictates.
	Dissemination of DA information
	Provide an initial DA to EOC staff.
	Provide and verify DA information to the CAO and, if necessary, assist in preparation of a local state of emergency declaration.
	Prominently display DA information in the EOC, including maps, situation updates and assessment data.
	Provide the PIO with current DA information for release to the public.
	Provide DA data to the Emergency Management Liaison. The Emergency Management Liaison will forward information to the County Emergency Management Program for submission in MI CIMS.
	Logistics
	Maintain a status list of requested resources.
	Compile and maintain a record of expenditures for personnel, equipment, supplies, etc.

DAMAGE ASSESSMENT

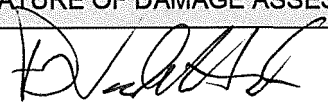
The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
Department of Public Works	Dan VanderHeide

The line of succession for representing the DA function during a response to an emergency or disaster situation is:

NAME	AGENCY
Dan VanderHeide	Muskegon Department of Public Works
Todd Myers	Muskegon Department of Public Works
Joe Buthker	Muskegon Department of Public Works

The Department of Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the DA function.

SIGNATURE OF DAMAGE ASSESSMENT OFFICIAL	DATE
	4/14/23

ANNEX D

FIRE SERVICES

The Fire Services function is concerned with detecting and suppressing rural and urban fires and any that result from, or occur coincidentally with, an incident response.

The Fire Services Official will maintain liaison and coordinate emergency management and response activities with the Fire Services function at the county level.

Responsible Agency: Muskegon Fire Department

Fire Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the Agency to staff the EOC and implement the plan.
	Response activities
	Coordinate fire response and search and rescue activities with appropriate personnel at the County Emergency Management Program, including assistance to regional special teams such as Regional Response Teams, Michigan Urban Search and Rescue (MUSAR), bomb squads, etc.
	Respond to hazardous materials spills.
	Coordinate with the County EMC and the State of Michigan in the decontamination of affected citizens and emergency workers after exposure to CBRNE hazards.
	Assist in searching for bombs and explosive devices in connection with terrorism or weapons of mass destruction (WMD) events.
	Assistance to other agencies
	Advise EOC staff about fire and rescue activities.
	Provide communications and other logistical supplies, as needed.
	Assist with evacuations.
	Assist in damage assessment operations.
	Assist in warning the population. Loud speakers on fire vehicles or door-to-door warning may be utilized.
	Assist in salvage operations and debris clearance.

FIRE SERVICES

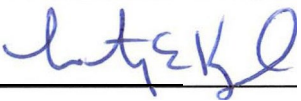
The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
Muskegon Public Safety Department	Timothy Kozal

The line of succession for representing the Fire Services function during a response to an emergency or disaster situation is:

NAME	AGENCY
Timothy Kozal	Muskegon Public Safety Department
Jay Paulson	Muskegon Fire Department
Battalion Chief	Muskegon Fire Department

The Fire Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Fire Services Functions.

SIGNATURE OF FIRE SERVICES OFFICIAL	DATE
	04-14-23

ANNEX E

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

This function is concerned with issues related to the provision of mass care, emergency assistance, housing, and human services to disaster survivors, including those that require FNSS, throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Mass Care, Emergency Assistance, Housing, and Human Services Official will maintain liaison and coordinate emergency management and response activities with the Mass Care functions at the county level.

Responsible Agency: Development Services Division

Mass Care, Emergency Assistance, Housing, and Human Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Disaster-related needs
	Coordinate activities of municipal departments that provide human services.
	Coordinate with the County Emergency Management Program, the American Red Cross (ARC) and other agencies to distribute food, water, and clothing, and meet other basic needs of disaster survivors and emergency responders.
	Coordinate to provide transportation for disaster survivors and emergency responders.
	Arrange for the provision of crisis counseling to disaster survivors and emergency responders.
	Coordinate procedures for the tracking of family members and reunification of families.
	Identify and account for personal property that may be lost during a disaster.
	Coordinate with the County EOC to establish procedures for the registration and management of volunteers and donations.
	Coordinate with agencies in the community that work with individuals with access and functional needs to ensure disaster related needs are met.
	Protective action
	Coordinate the provision of transportation for evacuation.
	Provide staff and resources to manage open shelters.
	Coordinate care for individuals at shelters and for those who have been sheltered-in-place.
	Determine whether shelters must be opened long or short-term.
	Provide guidance/policies for the care of household pets that are brought to shelters by evacuees (only service animals are allowed into ARC shelters).
	Pre-identified shelter locations include: Muskegon Community College, 221 Quarterline Rd, Muskegon, MI 49442, (231) 773-9131 Muskegon Area Career Tech Center, 200 Harvey St., Muskegon, MI 49442, (231) 767-3600 Muskegon High School, 80 W. Southern Ave., Muskegon, MI 49441, (231) 720-2800 Muskegon Heights High School, 2441 Sanford St., Muskegon Heights, MI 49444, (231) 830-3700 Trinity Health Arena, 470 W. Western Ave, Muskegon, MI 49440, (231) 726-2400 McGraft Park Building, McGraft Park, (231) 724-4100 Sim Ray Community Building, Smith-Ryerson Park, 650 Wood St, (231) 724-4100

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
Muskegon Development Services Division	Jake Eckholm

The line of succession for representing the Emergency Assistance, Housing, and Human Services function during a response to an emergency or disaster situation is:

NAME	AGENCY
Dan VanderHeide	City of Muskegon

The City's Development Services Division is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Emergency Assistance, Housing, and Human Services function.

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, HOUSING, OFFICIAL	DATE
	4/29/2025



ANNEX F

PUBLIC HEALTH AND MEDICAL SERVICES

The Public Health and Medical Services function is responsible for assessing public health and medical needs, health surveillance, and provision of medical care personnel, supplies and equipment.

The Public Health and Medical Services Official will maintain liaison and coordinate emergency management and response activities with the Public Health and Medical Services function at the county level.

Responsible Agency: Trinity Health EMS

Public Health and Medical Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Patient care
	Coordinate with medical providers and shelter managers to staff medical personnel at shelters.
	Identify the transportation resources and personnel needs to transport disaster survivors to temporary care centers.
	Provide transportation of patients and assist hospitals with transfer of patients.
	Ensure identification and notification of disaster survivors and emergency responders in need of crisis counseling and/or debriefing.
	Coordinate the monitoring of disaster survivors and emergency responders for exposure to chemical, radiological, or biological contaminants, and assist in their decontamination.
	Public health
	If necessary, identify a site for a temporary morgue. NOTE: The medical examiner is responsible for identifying the deceased. Law enforcement and EMS may provide additional support in collecting and transporting.
	Assist with animal and pet control and support the county Animal Control Unit in the quarantine and disposal of diseased animals.

PUBLIC HEALTH AND MEDICAL SERVICES

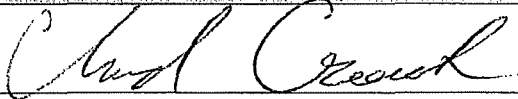
The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
Trinity Health EMS	Chad Crook

The line of succession for representing the Public Health and Medical Services function during a response to an emergency or disaster situation is:

NAME	AGENCY
Chad Crook	Trinity Health EMS
Dan Young	Trinity Health EMS

Pro-Med is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Health and Medical Services function.

SIGNATURE OF HEALTH AND MEDICAL OFFICIAL	DATE
	5/15/2023

ANNEX G

PUBLIC INFORMATION

The Public Information function ensures accurate, coordinated, timely, and accessible information is disseminated to governments, media, the general public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Public Information Official will maintain liaison and coordinate emergency management and response activities with the Public Information function at the county level.

Responsible Agency: City Manager's Office

Public Information Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Pre-disaster public education
	Assist the Emergency Management Liaison in developing educational materials on the hazards facing the community and explaining what people can do to protect themselves to recover from incidents.
	Ensure that written materials are developed for non-English speaking individuals or others who require FNSS.
	Disaster warning and information
	Develop and release updated EAS messages based on incoming information.
	Document which EAS messages have been delivered over relevant communication platforms.
	Ensure that accurate information is disseminated describing such items as the locations of shelters, missing persons information hotline, volunteer hotline, rumor control hotline, etc.
	Distribute prepared public educational materials.
	Media coordination
	Establish and maintain contact with the EOC and/or the ICP.
	Prepare press releases and ensure that all press releases and official information is reviewed by the City Manager, Mayor, and the Muskegon County Emergency Manager if activated.
	Verify that information is accurate before releasing it to the media.
	Schedule media briefings.
	Establish a Public Information Center as the central point from which municipal news releases are issued at Muskegon City Hall, 933 Terrace Street.
	Assist the county in establishing a Joint Information Center (JIC; the JIC can be used by agency representatives for releasing information to the news media).
	Coordinate public information activities with the County PIO and the JIC.
	Schedule interviews between the CAO and media agencies.
	Where possible, monitor all forms of media, both traditional and social, for disinformation, and address as soon as possible.

PUBLIC INFORMATION

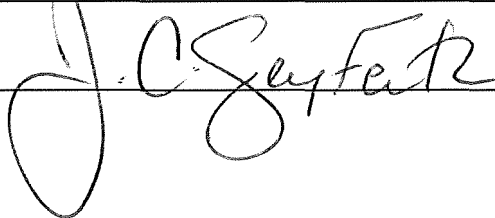
The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
City Manager's Office	Jonathan Seyferth

The line of succession for representing the Public Information function during a response to an emergency or disaster situation is:

NAME	AGENCY
Jonathan Seyferth	City Manager's Office
Timothy Kozal	Muskegon Public Safety Department
Ken Johnson	Mayor, City of Muskegon

The City Manager's Office is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Information function.

IGNATURE OF COMMUNICATIONS AND WARNING OFFICIAL	DATE
	4-17-23

ANNEX H

PUBLIC SAFETY AND SECURITY

The Public Safety and Security function is concerned to ensuring the safety of all citizens, maintaining law and order, protecting public and private property and providing protection for essential industries, supplies and facilities.

The Public Safety Official will maintain liaison and coordinate emergency management and response activities with the Public Safety function at the county level.

Responsible Agency: Muskegon Police Department

Public Safety and Security Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Response activities
	Coordinate activities of municipal departments that provide mass care.
	Provide security and access control at critical facilities and incident sites.
	Implement any curfews ordered by the Governor or CAO.
	Enforce evacuation orders and assist in evacuations.
	Ensure prisons and jails are notified of potential threat and determine whether proper safety and security precautions are being taken.
	Implement urban search and rescue capabilities, including animals.
	Investigate incident and provide intelligence information to county, state and federal officials.
	Transportation
	Secure unusable roads. (Use Fire Services and Public Works for support, if necessary).
	Identify routes that need barricades and signs. Request necessary assistance from Public Works.
	Ensure vehicles on evacuation routes are removed. If necessary, request that Public Works agencies move vehicles off the road. Maintain record of where vehicles are being taken.
	Coordinate with the Road Commission or Public Works in rerouting traffic and putting the appropriate signs in place.
	Assistance to other agencies
	Assist Warning function in warning the public, when necessary.
	Assist the medical examiner with mortuary services.
	Assist families isolated by the effects of the disaster.

PUBLIC SAFETY AND SECURITY

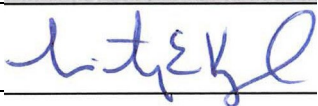
The following agencies are responsible for this annex:

AGENCY	NAME OF CONTACT
Muskegon Department of Public Safety	Timothy Kozal

The line of succession for representing the Public Safety function during a response to an emergency or disaster situation is:

NAME	AGENCY
Timothy Kozal	Muskegon Department of Public Safety
Andrew Rush	Muskegon Police Department
Tim Bahorski	Muskegon Police Department

The Muskegon Police Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Safety function.

SIGNATURE OF PUBLIC SAFETY OFFICIAL	DATE
	04.14.23

ANNEX I

PUBLIC WORKS

The Public Works function is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads.

The Public Works Official will maintain liaison and coordinate emergency management and response activities with the Public Works function at the county level.

Responsible Agency: Department of Public Works (DPW)

Public Works Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan
	Response activities
	Coordinate debris removal activities.
	Coordinate activities designed to control the flow of floodwater.
	Damage assessment
	Provide engineering expertise to inspect public structures and determine if they are safe to use.
	Provide DA information for roads, bridges, buildings, infrastructure, etc. to DA function.
	Transportation
	Provide barricades and signs for road closures and boundary identification (to include activating MAA/MOUs if additional barricades are needed).
	Provide technical expertise in road weight limits, road capacity, etc., to determine whether evacuation routes are adequate for traffic flow.
	Notify law enforcement of the location(s) of disabled vehicles.
	Contact appropriate Michigan Department of Transportation (MOOT) and county transportation officials to request travel restrictions on state and county roads, if necessary.
	Assistance to other agencies
	Assist in identifying access control areas.
	Assist with urban search and rescue activities, if necessary.
	Maintain contact with local utilities to determine the extent and cause of damage and outages. Report this information and restoration schedules to EOC staff.
	Coordinate with utility companies in the restoration of essential services.
	Logistics
	Provide vehicles and personnel to transport essential goods, such as food and medical supplies, when directed by the EOC staff.
	In conjunction with public health, help identify sources of potable water.
	Assist in identifying and obtaining the appropriate construction equipment to support disaster response and recovery operations.
	Provide emergency generators and lighting.

PUBLIC WORKS

The following agencies are responsible for this annex:

AGENCY	NAME OF CONTACT
Muskegon DPW	Dan VanderHeide

The line of succession for representing the Public Works function during a response to an emergency or disaster situation is:

NAME	AGENCY
Dan VanderHeide	Muskegon DPW
Todd Myers	Muskegon DPW
Kyle Karczewski	Muskegon Parks and Recreation

The Department of Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Works function.

SIGNATURE OF PUBLIC WORKS OFFICIAL	DATE
	4/14/23

ATTACHMENT A: INCIDENT AND DECLARATION PROGRESSION

LEVEL	MAJOR ACTIONS
INCIDENT OCCURS	- Initial incident intelligence collected / evaluated / reported by first responders. - The IC established in accordance with situational circumstances. - Initial life safety and property protection measures taken. - Key officials notified.
LOCAL EM PROGRAM JURISDICTION. AFFECTED MSP POST	- Jurisdiction and affected MSP Post submit initial incident information and updates as necessary. - Jurisdiction collects / compiles assessment data per local procedures; field inspection teams collect data; local response agencies provide data through EOC. - Jurisdiction may activate local EOC to monitor situation and coordinate response. - Jurisdiction may declare local "state of emergency" and request state and federal assistance. - Local PIO issues media releases and public advisories per local procedures. - Jurisdiction submits detailed DA information within 72 hours of incident; updates initial incident information as necessary.
MSP/EMHSD	- The SEOC may be activated to monitor situation and coordinate response. - The MSP/EMHSD DC assists jurisdiction in assessing and analyzing situation; determines scope and magnitude of event; determines supplemental resource needs. - The SEOC Recovery Section compiles and analyzes incoming assessment data. - The PIOs issue media releases and public advisories per MEMP; JIC may be activated. - Governmental agencies and private relief organizations are alerted to standby status; may provide immediate support to address threats to public health, safety, and welfare.
GOVERNOR	- May declare "state of emergency" or "state of disaster" under 1976 Public Act 390, as amended; state assistance rendered to supplement local efforts. - May activate MEMAC / EMAC, if appropriate. - May request federal disaster relief assistance, if warranted, through FEMA Region V in Chicago, Illinois.
FEMA	- May provide direct response assistance under NRF to save lives, prevent injuries, protect property and the environment. - Conducts PDA, state and local personnel assist in PDA process. - The FEMA Region V reviews and analyzes Governor's request; FEMA Headquarters (Washington, DC) makes recommendation to President.
PRESIDENT	Issues Declaration: - Federal DA programs are activated. OR Denies Declaration: - Limited federal assistance may still be available. - Governor may provide assistance through State Disaster Contingency Fund under 1976 Public Act 390, as amended, if sufficient state resources (financial and/or materiel) are available.

ATTACHMENT B: FORMAT FOR DECLARING A LOCAL "STATE OF EMERGENCY"

Declaration date: (insert date)

To: Deputy State Director of Emergency Management and Homeland Security – Emergency Management and Homeland Security Division (EMHSD), Michigan State Police; District (#) EMHSD Coordinator

On (insert date the incident occurred), (insert name of political jurisdiction) sustained widespread or severe damage, injury or loss of life or property caused by (describe the type of incident – e.g., tornado, flood, ice storm, etc.). As a result of this situation, the following conditions exist: (describe the impact on the jurisdiction and the area affected – e.g., many homes and businesses destroyed; numerous deaths and injuries in the southern part of the county; high school and four elementary schools severely damaged; only bridge connecting the east and west sections of the county completely destroyed; etc.).

Therefore, as (insert title of chief executive) of (name of political jurisdiction), in accordance with Section 10 of 1976 Public Act 390, as amended, I hereby declare that a "state of emergency" exists within our jurisdiction as of (insert date), and that local resources are being utilized to the fullest possible extent. The response and recovery elements of our emergency operations plan have been activated.

Authorized by: (insert name/title of chief executive)

Signature: _____

Submittal Instructions

1. This declaration must be promptly forwarded **(via the MI CIMS as an attachment to the EM Program Status board, or as a backup if the MI CIMS is inoperable or not accessible / available by email, facsimile, or Law Enforcement Information Network (LEIN))** to the Commanding Officer of the EMHSD, MSP (email address: MSP-EMHSD@michigan.gov; facsimile #: 517-284-3857; LEIN code: ELOP), and the appropriate MSP/EMHSD DC.
2. If the MI CIMS is inoperable or not accessible / available and using email, facsimile, or LEIN will delay the information, the telephone should be used. If telephone service is not available, radio may be used. MI CIMS or hardcopy confirmation must be forwarded as soon as possible.
3. A copy of this declaration should be kept on file with the local Clerk (County Clerk for counties; City or Township Clerk for municipal EM programs).

ATTACHMENT C: FORMAT FOR REQUESTING A GOVERNOR'S EMERGENCY OR DISASTER DECLARATION AND STATE ASSISTANCE

Submission date: [\(insert date\)](#)

To: Governor, State of Michigan

On [\(insert date\)](#), pursuant to Section 10 of 1976 Public Act 390, as amended, I declared that a "state of emergency" exists in [\(insert name of political jurisdiction\)](#) due to [\(describe the type of incident – e.g., tornado, flood, ice storm, etc.\)](#) which caused widespread and severe damage, injury or loss of life and property. The response and recovery elements of the [\(insert name of political jurisdiction\)](#) Emergency Operations Plan have been activated, and local resources are being utilized to the fullest possible extent. Despite these efforts, local resources are not sufficient to cope with the situation.

Therefore, in accordance with Section 12 of 1976 Public Act 390, as amended, I deem this incident to be beyond the control of this political subdivision and I respectfully request, for and on behalf of the residents of this political subdivision, that you declare that a "state of disaster" or "state of emergency" exists therein and that consideration be given, if conditions warrant, to petitioning the President of the United States for assistance provided by Public Law 93-288, as amended. In support of this request, we will submit specific damage assessment (DA) information through official channels and in accordance with the guidance provided by the Emergency Management and Homeland Security Division of the Michigan State Police (MSP/EMHSD). Furthermore, I understand that this request **will not** be acted upon without sufficient DA information to substantiate the need for assistance, and I acknowledge that it is the responsibility of [\(insert name of political jurisdiction\)](#) to provide that information in the manner prescribed by the MSP/EMHSD.

Specifically, I request the following state assistance to supplement local response and recovery efforts: [\(Describe the assistance needed to cope with the situation – e.g., state law enforcement officers to staff eight access control points; five dump trucks and front-end loaders plus operators for debris removal; 50 traffic barricades for traffic control; state law enforcement officers to provide 24-hour security for eight severely damaged schools; forestry crews to assist with hazard tree removal; engineers to assess damaged roads, bridges, and drains; etc.\)](#).

Accordingly, be advised that [\(insert name/title of local official – usually the Emergency Management Coordinator\)](#) will provide liaison and coordination with state and federal authorities for assistance related to this incident, and in accordance with Section 14 of 1976 PA 390, as amended, he/she is directed to transmit this request to the MSP/EMHSD.

Authorized by: [\(insert name/title of chief executive\)](#)

Signature: _____

Submittal Instructions

1. This request must be promptly forwarded (**via the MI CIMS as an attachment to the EM Program Status board, or as a backup if the MI CIMS is inoperable or not accessible / available by email, facsimile, or LEIN**) to the Commanding Officer of the EMHSD, MSP (email address: MSP-EMHSD@michigan.gov; facsimile #: 517-284-3857; LEIN code: ELOP, and the appropriate MSP/EMHSD DC, in the same manner as the local "state of emergency" declaration.
2. If the MI CIMS is inoperable or not accessible / available and using email, facsimile, or LEIN will delay the information, the telephone should be used. If telephone service is not available, radio may be used. MI CIMS or hardcopy confirmation must be forwarded as soon as possible.
3. This request **will not** be acted upon without sufficient information to substantiate the need for assistance.
4. In accordance with Section 12 of 1976 PA 390, as amended, the CEO of a county or municipality may initiate or authorize this request for their political subdivision(s).
5. A copy of this request should be kept on file with the local Clerk (County Clerk for counties; City or Township Clerk for municipal EM programs).

ATTACHMENT D: PRE-IDENTIFIED SHELTER LOCATIONS

Pre-identified shelter locations include:

Muskegon Community College, 221 Quarterline Rd, Muskegon, MI 49442, (231) 773-9131

Muskegon Area Career Tech Center, 200 Harvey St., Muskegon, MI 49442, (231) 767-3600

Muskegon High School, 80 W. Southern Ave., Muskegon, MI 49441, (231) 720-2800

Muskegon Heights High School, 2441 Sanford St., Muskegon Heights, MI 49444, (231) 830-3700

Trinity Health Arena, 470 W. Western Ave, Muskegon, MI 49440, (231) 726-2400

McGraft Park Building, McGraft Park, (231) 724-4100

Sim Ray Community Building, Smith-Ryerson Park, 650 Wood St, (231) 724-4100

FUNCTIONAL ANNEXES

The annexes attached to the basic plan are all-hazard functions that describe the roles and responsibilities of agencies responsible for implementing the EOP and should be considered during an emergency for which the plan has been activated. Each annex contains the agencies responsible for carrying out the functions, their assigned tasks, and concept of operations.

The annexes attached to this plan include the following ESFs:

- ESF #1 Transportation
- ESF #2 Communications
- ESF #3 Public Works and Engineering
- ESF #4 Firefighting
- ESF #5 Information and Planning
- ESF #6 Mass Care, Emergency Assistance, Temporary Housing, and Human Services
- ESF #7 Logistics Management and Resource Support
- ESF #8 Public Health and Medical Services
- ESF #9 Search and Rescue
- ESF #10 Public Safety and Security
- ESF #11 External Affairs

HAZARD-SPECIFIC APPENDICES

The appendices attached to this plan that provide hazard-specific considerations include:

Appendix 1, Severe Weather Events

EMERGENCY SUPPORT FUNCTIONS (ESF) #1 TRANSPORTATION

Purpose:

The ESF #1 Transportation is responsible for the management of transportation systems and infrastructure during disasters and emergencies and will coordinate the management and repair of aviation, maritime, surface, railroad, and pipeline transportation systems.

Scope:

The ESF #1 Transportation is responsible for the monitoring and reporting on the status of and damage to transportation systems and infrastructure, ensuring safety and security of local transportation systems, coordinating the restoration and recovery of transportation systems and infrastructure, and planning for alternate transportation solutions.

Responsible Agency: Department of Public Works

Supporting Agencies: Department of Public Safety; County EM, County Road Commission

Concept of Operations:

1. [\(Aviation, maritime, surface, railroad, and pipeline\)](#) incident management activities will be implemented by local law enforcement and EM agencies.
2. Alternate transportation solutions will be implemented to coordinate the flow of [\(maritime, ground, and aviation\)](#) traffic into and out of the affected areas.
3. The MSP has primary responsibility for traffic control on major highways and intersections during large-scale events and will support local law enforcement.
4. Emergency transportation will be provided by public and private bus services, local government resources, etc.).
5. In a WMD/terrorism incident, law enforcement officials will assess the safety of the alternate routes and determine if there are additional threats are potential to the area.
6. Communication will be established between local response agencies, including Public Safety and Public Works, and transportation infrastructure private sector partners through phone, text, radio, MI CIMS, etc.

Organization/Actions and Responsibilities:

Department of Public Works:

1. Monitor and report the status of transportation issues in the MI CIMS through the DA, EM Program Status, and Incident Creation boards.
2. Identify alternative transportation solutions.
3. Identify evacuation routes and ensure that they are clear and free of debris.
4. Assist law enforcement in providing resources to set up traffic control measures.
5. Coordinate and communicate with Michigan Department of Transportation (MDOT) and private sector transportation infrastructure partners.
6. Assist in the restoration and recovery of transportation systems.

County EM:

1. Monitor impacts on transportation infrastructure.
2. Coordinate DA activities.
3. County EM will assist to ensure transportation infrastructure status and damage is reported in the MI CIMS.
4. Establish and maintain communication with public and private sector transportation infrastructure partners.
5. Assist in the restoration and recovery of transportation systems.
6. Request transportation assistance from the state, if necessary.

Department of Public Safety

1. Maintain traffic control and assist MSP, as needed.
2. Secure critical transportation facilities and infrastructure.
3. Implement maritime and aviation incident management procedures.

EMERGENCY SUPPORT FUNCTIONS (ESF) #1 TRANSPORTATION

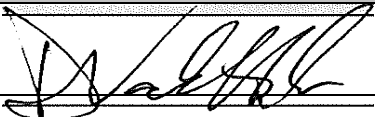
The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
Department of Public Works	Dan VanderHeide, Director
Department of Public Safety	Timothy Kozal, Director

The line of succession for representing ESF #1 Transportation during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director	Department of Public Works
Deputy Director	Department of Public Works
Director	Muskegon Department of Public Safety

(Public Works Director) is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF #1 Transportation:

SIGNATURE OF TRANSPORTATION OFFICIAL	DATE
	4/14/25

EMERGENCY SUPPORT FUNCTIONS (ESF) #2 COMMUNICATIONS

Purpose:

The ESF #2 Communications is responsible for the coordination of communications support to response efforts and the maintenance or restoration of impacted communications infrastructure.

Scope:

The ESF #2 Communications provides communications support to the EOC and other coordinating facilities, establishes communication links between incident locations and stakeholders, provides backup systems, and assists in restoring communication infrastructure.

Responsible Agency: Muskegon County Central Dispatch
Supporting Agency: City Manager

Concept of Operations:

1. The following systems are used to communicate between agencies and personnel at different incident locations: (cell phone, pager, LEIN, MI CIMS, telephone, satellite phones, fax, 800 MHz radio system, alert notification system, etc.).
2. Communication will be established between on-scene and off-site response personnel and facilities. Mobile communications may be established, if necessary.
3. Alternate communication methods will be established if primary communication systems are affected or will likely be impacted by the emergency or disaster (, as outlined in the primary, alternate, contingency, emergency (PACE) communications plan – if applicable).
4. The AUXCOMM organizations may provide additional equipment and personnel support to the EOC.
5. Communication channels used during incident response will be established at time of incident.
6. Radio frequencies used during incident response will be established at time of incident.

Organization/Actions and Responsibilities:

1. Serve as the 24-hour warning entry point for the jurisdiction.
2. Receive notification of incidents and disseminate to appropriate response agencies and critical facilities.
3. When prompted, activate sirens and/or issue public alerts in the following communities: City of Muskegon
4. Support on-scene personnel/agencies, if necessary.
5. Monitor and report the status of communications and network issues.
6. Establish and set up communications between responding agencies and responders through radio frequencies, cell phones, mobile communication hubs, etc.
7. Augment existing communication capabilities of emergency response agencies and critical facilities.
8. Establish and operate communications capabilities for coordination between on-scene and off-site facilities and personnel (e.g., shelters, local and state EOC, incident facilities, hospitals, etc.).

1. Test, maintain, and ensure protection of communication systems on a regular basis.
2. Monitor communications and notification systems.
3. Survey the status of the communications system, determine residual capabilities, and assess the extent of damage to the system.
4. Provide representatives to support DA groups.
5. Identify and address communication shortfalls and provide alternate methods, if necessary.
6. Develop and maintain an interoperability plan and a PACE communications plan.
7. Coordination of communications will originate from the Muskegon City Hall until relocated to Central Dispatch.

Muskegon County Emergency Management

1. Ensure that communications issues and status are reported through MI CIMS.
2. Assist in the development of interoperability plans and PACE communications plans.
3. Request communications assistance from the state, if necessary.

(Applicable AUXCOMM groups, e.g., local amateur radio operators, etc.):

1. Provide technical assistance, equipment, and personnel to support the EOC with communications or other activities.
2. Integrate plans/procedures with state and regional communications plans.

EMERGENCY SUPPORT FUNCTIONS (ESF) #2 COMMUNICATIONS

The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
Muskegon Department of Public Safety	Director
Muskegon County Central Dispatch	Director
City Manager's Office	City Manager

The line of succession for representing the ESF #2 Communication during a response to an emergency or disaster situation is:

TITLE	AGENCY
Timothy Kozal	Muskegon Department of Public Safety
Jason Wolford	Muskegon Co Central Dispatch
Captain, Operations Division	Muskegon Police Department

Public Safety Director is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent the ESF #2 Communications:

SIGNATURE OF COMMUNICATIONS OFFICIAL	DATE
	04-08-2025

EMERGENCY SUPPORT FUNCTIONS (ESF) #3 PUBLIC WORKS AND ENGINEERING

Purpose:

The ESF #3 Public Works and Engineering provides public works and engineering support to the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

Scope:

The ESF #3 Public Works and Engineering is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance, and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads or properties.

Primary Agency: Public Works

Supporting Agency: Public Safety, County Road Commission, County EM

Concept of Operations:

1. Certified engineers will be identified used to assess the damage of public infrastructure and will report the safety of its current capability.
2. Law enforcement will provide security at affected sites and will verify proper credentials before permitting access to the site/facility.
3. Clearing of debris will only be conducted on public properties, roads, and rights-of-ways. Clearing of private property will be the responsibility of the property owner.
4. Damage assessments will be conducted by public works and EM representatives post disaster.
5. In a WMD/terrorism incident, law enforcement officials will assess safety and determine if there is potential for additional incidents to occur before damages can be assessed.

Damage Assessments (DA):

1. Extensive DA is necessary for securing assistance from state and federal agencies.
2. The EMP must collect and submit DA data to the state within 72 hours of incident occurrence (if possible). DA will begin as soon as conditions warrant.
3. A DA report will be entered on MI CIMS DA Board.
4. Individual DA includes damage to:
 - a. Homes/personal property - City will refer to the County's Hazard Mitigation Plan for guidance as to proper method of conducting DA – City will assist the County Local Emergency Planning Committee in revising Emergency Action Guidelines detailing the response requirements of emergency responders. Requirements could include the DA team speaking to resident, view damage, and fill out DA report/questions.
 - b. Businesses - City will refer to the County's Hazard Mitigation Plan for guidance as to proper method of conducting DA – City will assist the County Local Emergency Planning Committee in revising Emergency Action Guidelines detailing the response requirements of emergency responders. Requirements could include the DA team speaking to resident, view damage, and fill out DA report/questions.

5. The PDA includes damage to: **(Refer to County HMP for guidance)**
 - a. Roads (insert method to collect DA, e.g., EMC navigates DA team to area of concern, views damage, and fills out DA report/questions).
 - b. Bridges (insert method to collect DA, e.g., EMC navigates damage DA team to area of concern, views damage, and fills out DA report/questions).
 - c. Public Utilities (insert method to collect DA, e.g., EMC navigates DA team to area of concern, views damage, and fills out DA report/questions).
 - d. Public Buildings (insert method to collect DA, e.g., EMC speaks to appropriate building staff, views damage, and fills out DA report/questions).
 - e. Schools (insert method to collect DA, e.g., EMC speaks to appropriate building staff, views damage, and fills out DA report/questions).
 - f. Hospitals (insert method to collect DA, e.g., EMC speaks to appropriate building staff, views damage, and fills out DA report/questions).
6. Damaged public infrastructure is inspected following a disaster to determine if it is safe for use or re-occupancy.
7. Consultants may be hired to perform further engineering evaluation of buildings and other structures.
8. The DA coordinator will brief assembled DA personnel on the situation, assignments, and other operating information necessary to conduct DA of all buildings in a specified area.

Debris Management:

1. Debris removal from private property is the responsibility of the owner. The City of Muskegon may assist owners by collecting debris they have removed from their property (e.g., through pickup, at collection sites, etc.).
2. Impacted area(s) will be surveyed to identify debris quantity and types (e.g., construction and demolition waste, household solid waste, vegetative debris, soil/mud/sand, white goods, vehicles and vessels, household and commercial/industrial hazardous waste, electronic waste, infectious waste).
3. A debris management team and one or multiple Temporary Debris Storage Reduction Sites (TDSRs) may be established to perform debris management, clearance, and removal.
4. Debris management team(s) and TDSR site(s) will be staffed with (City of Muskegon personnel, volunteers, private contractors, or a combination thereof).
5. The following information will be documented during debris management operations:
 - a. Quantity and type of debris (hailed to a TDSR site, reduced debris, and reduction method, hailed to a final disposal site, recycled),
 - b. Utilized debris pick-up locations,
 - c. Disposal locations (temporary staging, recycling, final disposal),
 - d. Utilized force account (owned) equipment (equipment type and attachments used, year/make/model/size and capacity, days and hours used, operator names),
 - e. Contracted equipment (including certifications for truck size/capacity), and

- f. Labor (names, days and hours worked, work performed).
6. Debris is reduced and processed at TDSR site(s) before final disposal.
7. The local health department, in conjunction with the Michigan Department of Health and Human Services (MDHHS), will address health issues (e.g., insect infestation, dead/diseased animal carcasses, hazardous and infectious wastes, etc.) related to the removal of debris.
8. Critical locations that need immediate debris clearance or removal to allow for emergency services will be identified by first responders.
9. EGLE and county health department will provide technical assistance to the debris removal process.
10. Structures that are deemed unsafe for public health will be condemned, demolished, or disposed of.
11. The following waste collection companies operate in City of Muskegon: Republic Services
12. The following potential TDSR sites have been identified: Sites could include city disposal area near the Causeway and use of Restlawn Cemetery and the former Farmer's Market.

Organization/Actions and Responsibilities:

Public Works Department:

1. Provide personnel to assess damage to public infrastructure and determine safety.
2. Identify road closures and alternative transportation solutions.
3. Identify, prioritize, and coordinate work to repair local roads, bridges, and culverts.
4. Ensure there are no impediments to prevent technicians from restoring utilities.
5. Assist law enforcement in providing resources to set up traffic control measures.
6. Monitor and report the status of public works issues (e.g., downed power lines, wastewater discharges, and ruptured underground storage tanks) in MI CIMS.
7. Monitor and assign tasks for engineering and public works functions.
8. Provide resources for assisting with traffic control measures.
9. Ensure debris removal equipment is maintained and capable of snow/debris removal and clearing debris and ice from streams.
10. Remove debris from City of Muskegon public properties and public right of ways and transport debris to TDSR site(s).
11. Remove debris from roadways in the order of: Prioritization
 1. [Emergency access and evacuation routes.](#)
 2. [Access routes to critical facilities and infrastructure.](#)
 3. [Principal arterial routes and major highways/interstates.](#)
 4. [Minor arterial routes.](#)
 5. [Major collectors.](#)
 6. [Minor collectors.](#)
12. During debris management operations, ensure mixing of debris types is limited to avoid costs for landfilling of materials that can be reduced, recycled, or landfilled at lower costs when separated.

13. Develop and implement contracts with contractors offering recovery/restoration services.
14. Assist in the repair of local water and wastewater systems.
15. Assist with gas/electricity shut off, restoration of critical systems, and the controlling of water/gas main breaks, if needed.
16. Assist in structure stabilization and emergency repairs and/or demolitions.

(Responsible EM agency, e.g., County EM program:

1. Ensure that public works issues and status are reported in MI CIMS.
2. Provide personnel to assess damage to public infrastructure and determine safety.
3. Facilitate the submission of DA information to the state through MI CIMS within 72 hours of incident occurrence (if possible).
4. Establish pre-disaster debris management contracts with waste collectors and owners of potential TDSR sites.
5. For debris management operations, in coordination with Public Works
 - a. Assess if debris management activities can be accomplished by City of Muskegon personnel (e.g., (Public Works Department), volunteers, the use of external debris removal contracts, or a combination thereof.
 - b. Determine appropriate debris collection methods based on incident conditions (i.e., curbside pickup, collection/drop-off centers, or combination).
 - c. Determine if environmental monitoring is needed to measure impacts debris may have on air, water, and soil quality.
 - d. Select appropriate TDSR location(s) based on debris types, incident conditions, and logistical considerations (e.g., available space for unloading, staging, and loading of outgoing debris; environmental concerns/permitting),
 - e. Evaluate appropriate methods to reduce collected debris based on debris types and incident conditions (e.g., incineration, chipping/grinding, recycling, etc.), and
 - f. Identify appropriate disposal methods (such as landfilling, recycling, composting, etc.) for the applicable types of debris.
6. During debris management operations, assign monitors to contracted debris operations and TDSR sites/debris staging areas to ensure eligibility for potential federal reimbursement. Monitors should be able to estimate quantities, differentiate debris types, and properly fill out load tickets.
7. If needed, request a temporary disposal authorization for waste that poses a threat or substantial nuisance to the public and/or environment from EGLE. This can be facilitated through the DC and/or SEOC (if activated).

Public Information Officer (PIO):

1. Provide information to the public on upcoming or ongoing DA activities.

2. Ensure the public can differentiate legitimate DA activities from potential activity of scammers (e.g., inform public of credentials official DA teams will carry, DA methods that are being utilized, etc.).
3. For debris management operations, provide information to the public on the following items:
 - a. Debris removal/collection methods and accepted types of debris,
 - b. For curbside collection, information on how to properly place and source-segregate debris by type and material at the curb,
 - c. How residents can minimize debris, and
 - d. Methods for reporting illegal dumping.

EMERGENCY SUPPORT FUNCTIONS (ESF) #3 PUBLIC WORKS AND ENGINEERING

The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
Muskegon DPW	Dan VanderHeide, Director
Muskegon DPW	Todd Myers, Deputy Director
Muskegon DPW	Joe Buthker

The line of succession for representing ESF #3 Public Works and Engineering during a response to an emergency or disaster situation is:

TITLE	AGENCY
Dan VanderHeide, Director	Muskegon DPW
Todd Myers, Deputy Director	Muskegon DPW

Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF #3 Public Works and Engineering:

SIGNATURE OF PUBLIC WORKS AND ENGINEERING OFFICIAL	DATE
	4/14/25

EMERGENCY SUPPORT FUNCTIONS (ESF) #4 FIREFIGHTING

Purpose:

The ESF #4 Firefighting provides support for the detection and suppression of urban fires, and any of these that result from or occur coincidentally with an incident and its response and require a coordinated response.

Scope:

The ESF #4 Firefighting will manage and coordinate firefighting activities, detect and suppress fires, and provide personnel, equipment and supplies in support of incident response.

Primary Agency: Muskegon Fire Department
Supporting Agency: County EM

Concept of Operations:

1. Incident management will be in accordance with NIMS and response will be organized utilizing ICS.
2. If an MAA/MOU is initiated, IC will remain with the fire department in whose jurisdiction the incident occurs. If multiple jurisdictions are affected, a UC structure will be established by those jurisdictions.
3. The responsibilities of fire services during a disaster situation are often similar to daily operations. The primary responsibility is fire control, followed by providing first response EMS, ambulance transport, rescue, water rescue operations, HAZMAT incident stabilization, and support for radiological and biological protection activities.
4. During wildland fires, the Michigan Department of Natural Resources (MDNR) will assume authority and will coordinate with local fire departments.
5. All fire departments in the City include: Muskegon Fire Department

Roles and Responsibilities:

Muskegon Fire Department:

1. Monitor and report the status of fire issues in MI CIMS.
2. Utilize ICS.
3. Assist in warning the public and operating warning sirens.
4. Conduct a hazard analysis of vital facilities and the impact of fire on those facilities.
5. Control and contain hazardous materials.
6. Activate MAA/MOUs as necessary. Fire-related MAA/MOUs include [\(Insert MAA/MOUs\)](#).
7. Conduct search and rescue operations.
8. Support shelter and mass care operations.
9. Support radiological and biological protection.
10. Assist with evacuations.

11. Support other public safety operations, e.g., rescue/water rescue operations, as necessary.
12. Assist in the search, rescue, and evacuation of household pets and their care during a disaster.
13. Provide fire code enforcement.

County EM:

1. Exchange pertinent information with on-scene personnel.
2. Mobilize and coordinate county resources to assist local fire departments with wild land fire suppression.
3. Assist with the coordination of MAA/MOUs.
4. Assist local fire departments with documenting the incident and billing for reimbursement costs using information from the MI CIMS.

EMERGENCY SUPPORT FUNCTIONS (ESF) #4 FIREFIGHTING

The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
Muskegon Department of Public Safety	Timothy Kozal, Director
Muskegon Department of Public Safety	Jay Paulson, Deputy Director

The line of succession for representing ESF #4 Firefighting during a response to an emergency or disaster situation is:

TITLE	AGENCY
Timothy Kozal, Director	Muskegon Department of Public Safety
Jay Paulson, Deputy Director	Muskegon Department of Public Safety

Public Safety is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF #4 Firefighting:

SIGNATURE OF FIREFIGHTING OFFICIAL	DATE
	04-08-2025

EMERGENCY SUPPORT FUNCTIONS (ESF) #5 INFORMATION AND PLANNING

Purpose:

The ESF #5 Information and Planning is responsible for the collection, analysis, processing, and disseminating information throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

Scope:

The ESF #5 Information and Planning ESF supports overall incident management activities of the jurisdiction, facilitates coordination for all agencies across the emergency management, identifies resources for alert, activation, and subsequent deployment, ensures activation and coordination of the EOC and all other activated facilities, and coordinates with state and federal response agencies and personnel.

Primary Agency: Public Safety

Supporting Agency: All other agencies

Concept of Operations:

Initial Notification:

1. 911 will receive initial notification of incident occurrence and will notify the appropriate personnel.
2. Notification/dissemination of incident will occur via Emergency Alert System (EAS), door-to-door warnings, sirens, cable/TV messages, etc. Emergency condition levels snow emergencies, HAZMAT incident, nuclear power plant incidents, etc. will be provided to the public.
3. Personnel reporting to the EOC will be notified via SmartMSG, phones, etc.
4. The EMC will notify surrounding jurisdictions of potential impacts from disaster, e.g., flash flood, chemical release, terrorist act, etc.

Initial Assessment:

1. The EM program will collect and process incident information from local jurisdictions and share through MI CIMS systems.
2. The EM program (or EOC, when activated) will share and assess information with appropriate agencies (e.g., law enforcement, nuclear/chemical plants, the MSP/EMHSD, etc.) to determine protective action decisions and declarations.
3. The progression of the incident and its potential future impacts will be monitored by the EM program (or EOC, if activated) and response personnel. Relevant information will be shared in MI CIMS.

Incident Command (IC):

1. Appropriate responding organizations can establish ICPs to manage localized incidents utilizing the ICS. They will be located in the vicinity of incident sites.
2. The EOC will provide support and coordination to ICPs and serve as a resource ordering point.
3. Communication and information sharing between the EOC and ICP will occur via the phone, radio, MI CIMS, etc.

4. The IC will request additional resources through the EOC, when necessary.

Emergency Operations Center (EOC):

1. The EOC may be activated by the County EM when:
 - a. Multiple jurisdictions are responding to an incident.
 - b. An incident is escalating quickly, or multiple incidents occur simultaneously.
 - c. The CAO requests the activation of the EOC.
 - d. Emergency warnings and/or watches are issued.
 - e. Exhaustion or scarcity of resources and supplies require jurisdiction-wide allocation and prioritization and/or the obtainment of external resources/supplies.
2. The primary EOC is located at Muskegon City Hall, and the alternate EOC is located at Muskegon County Central Dispatch.
3. The main functions of the EOC include:
 - a. Resource management, tracking, and allocation.
 - b. Collect, analyze, and disseminate information.
 - c. Establish response priorities.
 - d. Provide legal and technical assistance, and financial support.
 - e. Coordinate with other local jurisdictions and their EOCs, and with the MSP/EMHSD.
4. All personnel working in the EOC will be trained in NIMS and incident management concepts and principles.
5. The EOC is structured according to: ICS-like, Incident Support Model, departmental structure, etc.
6. Communications to and from the EOC will be established through various methods including phone, 800 MHz radio, mobile phone, and MI CIMS.
7. The EOC has adequate position coverage to ensure 24-hour operations, if necessary.
8. Local elected officials will be briefed through reports, meetings, etc.
9. Local declarations of a state of emergency will be declared by the CAO.
10. The purchase of new equipment and/or requests for state assistance will be authorized by County EM.
11. Public information will be managed by the PIO and the JIC (if activated). JIC procedures can be located at [\(insert location, e.g., MI CIMS, physical locations, computer drive, etc.\)](#).

Roles and Responsibilities:

Public Safety:

1. Assist CAO in all decision making for managing the incident.
2. Manage the EOC and ensure necessary security of the EOC when activated.
3. Use proper procedures to notify key EOC personnel to report to the EOC. This includes the staffing of command and general staff positions.
4. Assist personnel in identifying and requesting resources for managing the incident.

5. Ensure that personnel reporting to the EOC have been trained in NIMS and incident management concepts.
6. Maintain situational awareness.
7. Collect and process local incident information through the MI CIMS and submit to the MSP/EMHSD when necessary.
8. Verify that accurate public information is distributed including information on evacuations and sheltering.
9. Coordinate DA activities with ESF #3 stakeholders and the state.
10. Warn neighboring jurisdictions of incident through [\(insert method, e.g., MI CIMS, phone call, etc.\)](#).

Public Information Officer (PIO):

1. Establish and maintain contact with the EOC and, if applicable, the ICP(s).
2. Establish and manage the JIC.
3. Work with the EM program, EOC, and ICP(s) to collect and disseminate information, including information on evacuations and sheltering.
4. Liaison with the media (print, radio, and television), ensuring dissemination of emergency public information and materials.
5. Prepare news releases, review, edit, and clear material for public release, under established policies, and coordinate with other organizations represented in the JIC.
6. Monitor all forms of media, both traditional and social, and address rumors as soon as possible

Incident Command/ Incident Command Posts (IC(s)/ICP(s)):

1. Assess the incident situation, current status, incident objectives, notify impacted areas.
2. Ensure ICS and NIMS principles are always practiced.
3. Establish communications with the EOC.
4. Assist the safety officer in determining safety issues related to the incident to protect responders.
5. Prepare incident reports and conduct closedown operations at the scene.
6. Allow for unified and area command to be established, if needed.
7. Coordinate the activities of all responders at the scene.
8. Determine resource needs and make requests to the EOC.

All Other Agencies:

1. Implement and support the use of NIMS.
2. Use chain of command at all times.
3. Develop and execute SOPs for specific tasks.

4. Prepare agency reports in the MI CIMS.
5. Provide accurate and timely information related to the incident.

EMERGENCY SUPPORT FUNCTIONS (ESF) #5 INFORMATION AND PLANNING

The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
Public Safety	Director
County EM	Director
Manager's Office	City Manager

The line of succession for representing ESF #5 Information and Planning during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director	Public Safety
Director	County EM
City Manager	Manager's Office

Public Safety is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF #5 Information and Planning:

SIGNATURE OF INFORMATION AND PLANNING OFFICIAL	DATE
	04-08-2025

EMERGENCY SUPPORT FUNCTIONS (ESF) #6 MASS CARE, EMERGENCY ASSISTANCE, TEMPORARY HOUSING, AND HUMAN SERVICES

Purpose:

The ESF #6 Emergency Assistance, Temporary Housing, and Human Services coordinates life-sustaining resources, essential services, and programs to meet the needs of disaster survivors.

Scope:

The ESF #6 Emergency Assistance, Temporary Housing, and Human Services annex includes the following functions:

Mass Care: At the direction and delegation of the EM Liaison - Responsible for sheltering, feeding operations, emergency first aid, bulk distribution of emergency items, and collecting and providing information of disaster survivors to family members.

Emergency Assistance: Provides support to evacuations and sheltering (including registration and tracking), reunification of families, provision of aid and services to individuals with access and functional needs.

Temporary Housing: Supports available housing options including rental assistance, repair, loan assistance, replacement, temporary housing, and identification of accessible housing.

Human Services: Includes assistance for survivors regarding loans, food stamps, crisis counseling, disaster unemployment, disaster legal services; and other state and federal benefits.

Primary Agency: Development Services Division
Supporting Agency: County EM

Concept of Operations:

1. Initial response activities will focus on immediate needs of disaster survivors.
2. Shelter-in-place may be assigned for certain emergencies and home-bound individuals.
3. Transportation, sheltering, and delivery of services will be provided to individuals who require FNSS.
4. The human services department is responsible for maintaining communication with the EMC and local private volunteer organizations for resource needs.
5. In a WMD/terrorism incident, law enforcement officials will search for bombs and other threats to mass care facilities, shelters, and other gathering locations.
6. Recovery efforts are initiated concurrently with response activities.

Shelters:

1. Upon a declaration by the Governor, he/she can provide for the availability and use of temporary emergency housing for persons that have been evacuated or rendered homeless.
2. The ARC is responsible for operating and staffing shelters.
3. Shelters will be accessible for all individuals, including those with access and functional needs, in accordance with the ADA.

4. Service animals will be permitted in shelters unless the animal is not cared for properly by its owner, or it is deemed a threat to other people.
5. Each shelter facility will be assigned a manager who will be a point of contact for those who are housed in the shelter facility.
6. Law enforcement personnel will be assigned in shelters to provide security and safety of individuals and property.
7. Proposals for sheltering and mass care facility locations will be assessed to ensure that they are upwind or out of range of HAZMAT release.
8. Non-conventional sheltering may include:
 - a. Hotels, motels, and other single-room facilities.
 - b. Temporary facilities such as tents, prefab module facilities, trains, and boats.
 - c. Specialized shelters and functional and medical support shelters.
 - d. Places of worship.
9. Pre-identified shelter locations include:

Muskegon Community College, 221 Quarterline Rd, Muskegon, MI 49442, (231) 773-9131
 Muskegon Area Career Tech Center, 200 Harvey St., Muskegon, MI 49442, (231) 767-3600
 Muskegon High School, 80 W. Southern Ave., Muskegon, MI 49441, (231) 720-2800
 Muskegon Heights High School, 2441 Sanford St., Muskegon Heights, MI 49444, (231) 830-3700
 Trinity Health Arena, 470 W. Western Ave, Muskegon, MI 49440, (231) 726-2400
 McGraft Park Building, McGraft Park, (231) 724-4100
 Sim Ray Community Building, Smith-Ryerson Park, 650 Wood St, (231) 724-4100

Roles and Responsibilities:

Development Services Division:

1. Assess and implement emergency relief programs in coordination with volunteer agencies based on the resources available to assist all disaster survivors.
2. Coordinate with volunteer agencies [\(insert applicable organization\(s\), e.g., ARC, faith-based organizations, etc.\)](#) regarding evacuation and sheltering.
3. Assist in coordinating the provision of care for individuals with AFN at shelters and for those who have been sheltered-in-place. Coordinate support related to overall care and assistance, childcare, transportation, and interpreters, to institutionalized populations and individuals with access and functional needs.
4. Work with the EM program to develop plans and procedures that address the distribution of emergency relief items.
5. Identify available non-conventional sheltering facilities.
6. Work with the ARC to verify that staff, medicines, durable medical equipment, and consumable medical supplies will be made available for children and individuals with access and functional needs.
7. Assist with emergency childcare services, providing for unaccompanied minor, family reunification, tracking affected family members, and information on missing or injured relatives.
8. Identify and address any unmet human needs during the disaster.

In consultation with local shelter support agencies:

1. Open shelters during an emergency and provide staff and resources to manage shelters.
2. Assist disaster survivors with needs while staying at the shelters.
3. Assist in the delivery of food, water, and supplies to evacuees throughout the evacuation process.
4. Ensure adequate shelter space allocation is provided for children, as well as to individuals with access and functional needs.
5. Coordinate operations with on-scene and other off-site support agencies.
6. Assist in providing food and water at identified feeding sites or mobile feeding operations.
7. Provide emergency childcare services and provide for unaccompanied minors in shelters.

County EM:

1. Form partnerships with animal control agencies, mass care providers, shelter managers, and pet shelter facilities.
2. Work with local shelter support agencies to ensure shelters are accessible, communications are maintained, emergency services are provided, and programs or policies are modified, when necessary.
3. Develop arrangements with surrounding jurisdictions for providing/receiving sheltering needs.
4. Inform evacuees and the general public, about the status of the disaster, including information about actions evacuees may need to take when returning home.
5. Activate mass causality, sheltering, and evacuation plans.
6. Develop and implement procedures for identifying and accounting for personal property that may be lost during a disaster or an emergency.

**EMERGENCY SUPPORT FUNCTIONS (ESF) # 6 MASS CARE, EMERGENCY ASSISTANCE,
TEMPORARY HOUSING AND HUMAN SERVICES**

The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
City of Muskegon Development Services Division	Director
County EM	Director

The line of succession for representing ESF #6 Mass Care, Emergency Assistance, Temporary Housing, and Human Services during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director	City of Muskegon Development Services Division
Director	County EM

Development Services Division is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF #6 Mass Care, Emergency Assistance, Temporary Housing, and Human Services:

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, TEMPORARY HOUSING AND HUMANS SERVICES OFFICIAL	DATE
	4/29/25

EMERGENCY SUPPORT FUNCTIONS (ESF) #7 LOGISTICS

Purpose:

The ESF #7 Logistics facilitates planning and processes for timely and effective delivery of equipment, supplies, services, and facilities in support of the City of Muskegon emergency functions, responders, and disaster survivors.

Scope:

The ESF #7 Logistics is responsible for emergency resource support through identification and inventorying of available resources, resource and supply sourcing and acquisition, and delivery of supplies, equipment, and services.

Primary Agency: Public Safety Division
Supporting Agency: All other agencies

Concept of Operations:

1. The management of resources during the emergency will be in accordance with NIMS standards.
2. It is the responsibility of the City of Muskegon to protect the lives and property of its residents and visitors. Resources will be allocated to protect lives and property and relieve hardship and suffering.
3. The MAA/MOUs will be activated in the event that local resources are exhausted.
4. Reimbursement of resource support through the MAAs or emergency resource compacts will be in accordance with their established agreements.
5. The City of Muskegon has inventoried and typed its emergency response resources in accordance with the NIMS typing standards.
6. Requests to the SEOC for resources or supplies will be made through the [EOC Logistics Section Chief – if using ICS-like organizational structure; if other, please specify position responsible for resource ordering](#) through the MI CIMS Resource Request board.
7. When activated, the EOC will serve as the resource ordering point for ICPs or other local response structures within the City of Muskegon.
8. For scarce resources, the EOC will their allocation of scarce resources and supplies to ICPs and other local response structures.

Roles and Responsibilities:

Public Safety Division:

1. Manage the jurisdictions resources in accordance with NIMS. Maintain an inventory of NIMS typed resources **in the MI CIMS Resource Inventory Board** and verify annually for viability and accuracy.
2. Staff the EOC Logistics Section to provide for resource support during incidents.
3. Identify potential resource shortfalls based upon preliminary incident information, the DA, and situational awareness. Make recommendations regarding activation of the MAA/MOUs to the executive office.

4. Identify facilities as staging areas to be used to stage/store resources and supplies, including donations.
5. Staff a donations/volunteer management desk. Identify, deploy, use, support, dismiss, and demobilize affiliated or spontaneous unaffiliated volunteers and unsolicited donations.
6. Coordinate public and private transportation resources.
7. Develop plans for establishing points of distribution across the City of Muskegon.
8. Request resource assistance from the state, if necessary.
9. Ensure critical resources are transported through restricted areas, quarantine lines, and access control points.

Finance Division:

1. Monitor and track expenditures for resources being utilized (operational costs, purchase costs rental fees, etc.).
2. Maintain documentation, process reimbursement requests from external resource providers, and prepare requests for reimbursement from state or federal agencies, if applicable.

Public Safety Division:

1. Provide security for movements of critical resources and supplies, if needed (particularly during WMD/Terrorism incidents).

All other agencies:

1. Assist the EMC in inventorying and typing agency resources in accordance with NIMS.
2. Ensure resource information is accurate and up to date.

EMERGENCY SUPPORT FUNCTIONS (ESF) #7 LOGISTICS

The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
Muskegon Department of Public Safety	Director, Timothy

The line of succession for representing ESF #7 Logistics during a response to an emergency or disaster situation is:

TITLE	AGENCY
Timothy Kozal, Director	Public Safety
Andrew Rush, Captain	Public Safety
Tim Bahorski, Captain	Public Safety

Public Safety is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF #7 Logistics:

SIGNATURE OF LOGISTICS OFFICIAL	DATE
	04-08-2025

EMERGENCY SUPPORT FUNCTIONS (ESF) #8 PUBLIC HEALTH AND MEDICAL SERVICES

Purpose:

The ESF #8 Public Health and Medical Services is responsible for coordinating capabilities to minimize and/or prevent health-related issues to occur during incidents or specific health emergencies to emerge.

Scope:

The ESF #8 Public Health and Medical Services is responsible for assessing public health and medical needs/ health surveillance during incidents, provision of medical care to those affected, reduction of public health effects on the community, and enhancement of community resilience to health emergencies.

Primary Agency: County Health Department

Supporting Agency: City Department of Public Safety

Concept of Operations:

1. Medical care is a concern during all phases of emergency management.
2. First responder emergency medical care will be supplied by local ambulance service and trained first responders throughout the jurisdiction.
3. Ambulance services will be responsible for first responder medical care, as well as patient transport.
4. Other support, if needed, will come from the fire and rescue services within the jurisdiction.
5. Requests for outside medical assistance (e.g., EMS MAA/MOUs, medical assistance, etc.) will be sent through the EOC.
6. Mental health services will be provided at hospitals and local counseling agencies.
7. The county coroner or chief medical examiner determines when bodies of deceased are to be removed from an incident scene.

Roles and Responsibilities:

County Health Department:

1. Monitor the status and capacity of hospitals and other healthcare facilities.
2. Issue relevant public health orders (e.g., establish quarantines) having widespread effect on the community, or any incident involving the occurrence or significant threat of widespread illness, injury, epidemic, food contamination, or other potential acute public health condition.
3. Establish contact with hospitals in neighboring communities.
4. Coordinate delivery of health and medical services during incidents.
5. Ensure health and medical services are provided in shelters and to the general public, including individuals affected by an incident.
6. Identify existing medical facilities that could be expanded into emergency treatment centers for disaster survivors.

7. Establish hospitals, nursing homes, and/or other facilities as emergency treatment centers or as mass casualty collection points.
8. Coordinate health and medical activities with state and federal teams, if deployed.
9. Obtain necessary protective respiratory devices, clothing, equipment, and antidotes for response personnel, if applicable.
10. Maintain efficient surveillance systems that can provide early detection, reporting, mitigation, and evaluation of predictable and unpredictable public health concerns.
11. Identify and describe the actions that will be taken to assess and provide vector control services (e.g., insect and rodent controls, biological wastes/contamination, use of pesticides).
12. Identify shortfalls in medical supplies and durable medical equipment.
13. Identify potential sources for medical and general health supplies that will be needed during a disaster (e.g., medical equipment, pharmaceutical supplies, laboratories, toxicologists).
14. Coordinate distribution of antidotes, drugs, vaccines, etc., to the general public and shelters.
15. Coordinate with private agencies to support on-scene medical operations (e.g., air ambulance, private EMS), including staging and integrating assets at the scene.
16. Coordinate with hospitals, within or outside of the jurisdiction, and establish their role in providing medical operations for on-scene personnel (e.g., prioritize patient arrival, divert patients to other sites when current site is full/less capable, provide triage team support, etc.).
17. Decontaminate patients, individuals, and household pets and service animals exposed to chemical, biological, nuclear, and radiological hazards both at the scene of the incident and at treatment facilities.
18. Describe plans for recovering human remains, transferring them to the mortuary facility, establishing a family assistance center, assisting with personal effects recovery, conducting autopsies, identifying the deceased and returning remains to their families for final disposition.
19. Coordinate with health professionals from outside agencies to support local response teams. Work with MDHHS and through the health representatives at the SEOC to receive support from federal agencies, if needed.
20. Coordinate behavioral health and crisis counselling services in support of responders and disaster survivors.
21. Ensure that agricultural safety services are conducted including investigation of food and agricultural emergency events or animal disease outbreaks.
22. Assist the county Animal Control Unit in the quarantine and disposal of diseased animals.

County Medical Examiner or Coroner:

1. Assist with identification of the deceased, morgue expansion, mortuary services, and mortuary response team activation.
2. Respond to gravesites/cemeteries that are impacted by the disaster (e.g., recover and replace unearthed/floating/missing coffins, review records to confirm identification, manage closed/historical gravesites).

Trinity Health EMS:

1. Provide for patient transport to hospitals, shelters, or other facilities.
2. Coordinates triage, medical rescue/evacuation, treatment, and transport operations at the scene.
3. Track patients that have been injured (e.g., hospital, clinic, shelter). Ensure that tracking systems are interoperable with other state and federal systems.
4. Inoculate individuals if warranted by the threat of disease.
5. Coordinate with other area EMS agencies and local/regional private ambulance companies for ground and air ambulance assistance.

County EM:

1. Coordinate with health professionals, ICs, and PIOs to issue public health media releases and alert the media.
2. Initiate, maintain, and demobilize medical surge capacity, including MAA/MOUs for medical facilities and equipment.
3. Activate mass casualty/fatality plans.
4. Coordinate with appropriate agencies (e.g., state agencies, local animal control, environmental/natural resources, humane society, etc.) to ensure that animal care services are provided.

County EM

1. Ensure health and medical support is received by individuals with access and functional needs.
2. Identify children and families who will need additional assistance, as well as individuals with access and functional needs.
3. Provide potable water, bulk water, and temporary water distribution systems to jurisdictions whose water systems are not functioning (e.g., private sources, boil orders, private wells).

EMERGENCY SUPPORT FUNCTIONS (ESF) #8 PUBLIC HEALTH AND MEDICAL SERVICES

The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
County Health Department	Director
County EM	Director
City Department of Public Safety	Director

The line of succession for representing ESF #8 Public Health and Medical Services response to an emergency or disaster situation is:

TITLE	AGENCY
Director	County Health Department
Director	County EM
Director	City Department of Public Safety

County Health Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF #8 Public Health and Medical Services:

SIGNATURE OF PUBLIC HEALTH AND MEDICAL SERVICES OFFICIAL	DATE
TK – CAN YOU GET SIGNATURE	

EMERGENCY SUPPORT FUNCTIONS (ESF) #9 SEARCH AND RESCUE

Purpose:

The ESF #9 Search and Rescue is responsible for deploying search and rescue capabilities to provide lifesaving assistance during and after emergencies and disasters.

Scope:

The ESF #9 Search and Rescue is responsible for structural collapse, waterborne, inland/wilderness, and aeronautical search and rescue operations during and after a disaster or emergency. Search and rescue operations include locating, accessing, stabilizing, and transporting lost, missing, stranded, or trapped individuals.

Primary Agency: City Department of Public Safety
Supporting Agency: County EM

Concept of Operations:

1. Search and rescue operations may be necessary to locate missing, injured, or trapped individuals regardless of the cause or size of the incident or disaster.
2. Search and rescue operations may be supplemented with trained personnel from other agencies, such as the Civil Air Patrol.
3. For instances involving collapsed structures, the National Urban Search & Rescue Response System may be initiated.
4. In a WMD/terrorism incident, law enforcement will assess buildings before first responders enter the scene of the incident to ensure security. In addition, scene security will be established at search and rescue locations to prevent unauthorized individuals from entering the area.

Roles and Responsibilities:

City Department of Public Safety:

1. Monitor the distress of, communications with, and location of individuals affected by the incident.
2. Coordinate and execute the extrication or evacuation of persons and property in potential or actual distress.
3. Prioritize the assignment of personnel and equipment to emergency sites. Provide medical assistance when needed.
4. Provide incident reports, assessments, and situation reports.
5. Develop policies and procedures for the effective use and coordination of all types of search and rescue assets. Maintain a NIMS typed list of search and rescue equipment.
6. Perform and/or attend specialized search and rescue training courses.
7. Dispatch one or more search and rescue teams to the affected areas.
8. Conduct structural collapse, waterborne, inland/wilderness, and aeronautical search and rescue operations during and after an incident.

Department of Public Safety:

1. Assist law enforcement search and rescue personnel, as needed.
2. Provide supplemental resources, as needed.
3. Provide medical assistance, when necessary.

County EM:

1. Ensure that necessary training courses are being provided and taken by appropriate personnel.
2. Request additional statewide search and rescue capabilities through MSP/EMHSD or the SEOC (if activated).
3. Organize and deploy CERT teams.

EMERGENCY SUPPORT FUNCTIONS (ESF) #9 SEARCH AND RESCUE

The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
Muskegon Department of Public Safety	Director, Timothy Kozal

The line of succession for representing the ESF #9 Search and Rescue response to an emergency or disaster situation is:

TITLE	AGENCY
Director	Public Safety
Deputy Director	Public Safety

Department of Public Safety is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF #9 Search and Rescue:

SIGNATURE OF SEARCH AND RESCUE OFFICIAL	DATE
	04-08-2025

EMERGENCY SUPPORT FUNCTIONS (ESF) #10 PUBLIC SAFETY AND SECURITY

Purpose:

The ESF #10 Public Safety and Security coordinates public safety, security and mass care assistance during disasters and emergencies.

Scope:

The ESF #10 Public Safety and Security is responsible for the provision of public safety and law enforcement services during incidents, including traffic and crowd control measures, scene security, evacuation assistance, securing evacuated areas, enforcing curfew hours, etc.

Primary Agency: Public Safety
Supporting Agency: County EM

Concept of Operations:

1. The Director of Public Safety is the primary representative for public safety, security, and mass care functions.
2. Law enforcement personnel will provide security and mass care support during all incidents that threaten life and property.
3. Local law enforcement agencies will primarily perform law enforcement functions, while outside and support agencies will be used for traffic and crowd control.
4. The Department of Public Safety will control law enforcement operations in all unincorporated areas of the county, while the municipal police departments will control operations within the boundaries of their respective jurisdictions.
5. In the event that an incident is believed to be terrorist-related, care must be taken to preserve the crime scene, while at the same time allowing rescue operations to be performed.
6. In a WMD/terrorism incident, law enforcement and additional agencies will provide extra security at locations where people congregate, nuclear power plants and other energy facilities, and health and medical supply locations.
7. Additional information related to response to/recovery from power outage incidents can be found in the hazard specific WMD/Terrorism Incident appendix to this plan.

Roles and Responsibilities:

Department of Public Safety:

1. Provide an on-scene commander and establish an ICP in collaboration with other primary response agencies.
2. Control access by both pedestrians and vehicles to the incident scene(s) or hazardous area(s) in coordination with the fire department and other jurisdictional agencies.
3. Assist in crowd and traffic control measures.
4. Control traffic and establish alternate and evacuation routes.

5. Implement civil disturbance and looting control procedures, as needed.
6. Manage bomb threats and dispose of bomb devices and explosives.
7. Provide status information on severe weather and its effects to the EOC.
8. Operate the 9-1-1 communications center and augment staffing and resources to meet the emergency needs.
9. Conduct evacuation of the affected area, in coordination with the fire department. Evacuation includes warning residents, arranging and coordinating transportation, identifying mass transportation collection points, establishing evacuation routes, and securing the evacuation zone.
10. Develop and maintain a credentialing system to prevent unauthorized responders from entering the scene.
11. Provide extra protection for prisoners in custody.
12. Coordinate with public safety agency representatives from other local, state, or federal agencies.

Department of Public Safety:

1. Assist law enforcement personnel in scene security.
2. Provide traffic control and crowd control measures.

County EM:

1. Ensure the WMD/Terrorism Incident appendix to this plan is utilized during applicable incidents.
2. Provide pertinent information to the command organization(s) for on-scene personnel.
3. Assist law enforcement with resource coordination and MAA/MOU activation.
4. Coordinate with law enforcement to assess the incident and its resource needs.
5. Request additional resources from the state, if necessary.

EMERGENCY SUPPORT FUNCTIONS (ESF) #10 PUBLIC SAFETY AND SECURITY

The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
Muskegon Public Safety	Director, Timothy Kozal

The line of succession for representing ESF #13 Public Safety, Security, and Mass Care during an emergency or disaster situation is:

TITLE	AGENCY
Timothy Kozal, Director	Muskegon Public Safety
Jay Paulson, Deputy Director	Muskegon Public Safety

Public Safety is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent the ESF #10 Public Safety and Security:

SIGNATURE OF PUBLIC SAFETY AND SECURITY	DATE
	04-08-2025

EMERGENCY SUPPORT FUNCTIONS (ESF) #11 EXTERNAL AFFAIRS

Purpose:

The ESF #11 External Affairs ensures accurate, coordinated, timely, and accessible information is disseminated to media, the general public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies. This ESF is supplemental to and supports the City of Muskegon EOP.

Scope:

The ESF #11 External Affairs is responsible for the provision of public Information, coordinating communication protocols to various audiences, integrating with public affairs, intergovernmental affairs, media relations, community relations, and the private sector.

Primary Agency: City Manager's Office
Supporting Agency: Public Safety

Concept of Operations:

1. The following methods will be used to notify the public about the incident, its secondary effects, and recovery activities:
 - a. Media Briefings.
 - b. Press releases – issued via email, social media platforms
 - c. The EAS/Integrated Public Alert and Warning System.
 - d. Door-to-door.
 - e. Social Media.
2. A PIO will be assigned by City Manager to coordinate public information. The PIO will review information for accuracy and validity.
3. A JIC may be established with the recommendation of the PIO to coordinate multi-agency news releases.
4. News releases, instructions, or official information originated by various participating organizations will be channeled through, verified, and approved by the JIC.
5. The JIC will serve as a location where most incident-related inquiries from the public may be directed.
6. Local media contacts include broadcast and radio stations; they will provide the following warnings including but not limited to EAS, special bulletins, etc.
7. The JIC will control rumors by correcting misinformation as soon as possible and validating it through the normal review and approval process.
8. Whenever possible, appropriate information will be provided in languages other than English.
9. Information will be made available to individuals with AFN that may restrict their access to incident-related information through TDD, direct warning of specific special locations, etc.

10. Local agencies involved in emergency response operations will coordinate news releases regarding their operations with the PIO/JIC.

Roles and Responsibilities:

Public Information Officer (PIO):

1. Establish and maintain contact with the EOC and/or the IC.
2. Establish and manage the JIC.
3. Work with the EMC and local governments to collect and disseminate information, including information on evacuations and sheltering.
4. Liaison with the media (print, radio, and television), ensuring dissemination of emergency public information and materials.
5. Prepare news releases, review, edit, and clear material for public release, under established policies, and coordinate with other organizations represented in the JIC.
6. Monitor all forms of media, both traditional and social, and address rumors as soon as possible.
7. Provide information on household pet evacuation and shelters.
8. Upon receipt of information for release, the PIO will:
 - a. Verify the authenticity of the information.
 - b. Verify a duplicate release has not already been issued.
 - c. Prepare the release in accordance with effective journalistic practices and ensure accurate and timely release of the news or information.
 - d. Seek authorization of the appropriate agency or jurisdiction before issuing the release.

City Manager's Office:

1. Assess public affairs implications related to the incident and assist with disseminating information.
2. Work with the media to schedule briefings and coordinate precautions to control access to the scene, responders, and disaster survivors.
3. Coordinate the release of information to the media and public with the PIO/JIC.
4. Disseminate 24-hour emergency warnings to the public and emergency response personnel.
5. Warn special locations including schools, hospitals, nursing homes, major industries, institutions, and places of public assembly.
6. Ensure warnings and notifications are received by individuals with access and functional needs.
7. Request additional support from the state, when necessary.

Other agencies:

1. Coordinate with the PIO, EOC and EMC regarding the release of information to public sources. Responding agencies should not disseminate any information to the public without prior approval of the JIC (if activated) or ICP or EOC management structure.

2. Appoint and send a representative to the JIC, as requested.

EMERGENCY SUPPORT FUNCTIONS (ESF) #11 EXTERNAL AFFAIRS

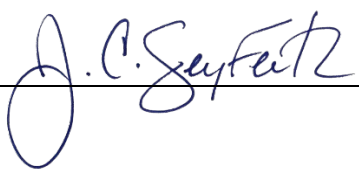
The following agencies are responsible for this ESF:

AGENCY	TITLE OF CONTACT
City Manager	Jonathan Seyferth

The line of succession for representing ESF #15 External Affairs from an emergency or disaster situation is:

TITLE	AGENCY
City Manager	Office of City Manager
Director	Public Safety

City Manager is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF #11 External Affairs:

SIGNATURE OF EXTERNAL AFFAIRS OFFICIAL	DATE
	5/12/25

APPENDIX 1

SEVERE WEATHER EVENT

Purpose: This Severe Weather Event appendix will identify and describe concerns, capabilities, training, agencies, and resources that will be used to mitigation against, prepare for, respond to, and recover from severe weather emergencies or disasters such as high wind and severe temperature events.

Primary Agency: Public Safety
Supporting Agency: Public Works

Situation:

As referenced in the Muskegon County Hazard Mitigation Plan, the Plan is intended to protect the health, safety, and economic interests of residents by reducing the impacts of natural and technological hazards through hazard mitigation planning, awareness, and implementation. Hazard mitigation is any action taken to permanently eliminate or reduce the long-term risk to human life and property from natural and technological hazards. It is an essential element of emergency management along with preparedness, response and recovery.

A component of the Plan includes a hazard analysis that provides understanding of the potential threats facing the community. By pinpointing the location, extent, and magnitude of past disasters or emergency situations, and by examining knowledge of new or emerging risks, it is possible to determine the probability of such events occurring and the vulnerability of people and property. When this information is viewed alongside relevant land use, economic, and demographic information from a well prepared “community profile,” emergency managers can make assumptions about those segments of the community that might be impacted by various types of incidents. This, in turn, allows them to set priorities and goals for resource allocation and response, recovery, and mitigation activities prior to an incident occurring. Collectively, these decisions are the cornerstone of the community’s emergency management program, and should guide all decisions pertaining to community emergency management activities.

The development of a community profile is accomplished by identifying and mapping, where appropriate, information that is relevant to hazard mitigation, such as the community’s present land use and development patterns, geography and climate, transportation network, demographic information, key industries, major organizations active in the community, the locations and nature of important community facilities, emergency warning system coverage, and other information that is relevant to the community’s safety and smooth functioning.

Refer to the HMP as to how a severe weather event could impact the jurisdiction.

Severe Weather is referenced in the HMP – page 3, 131

- Thunderstorms – Thunderstorm, lightning, hail
- Severe Winter Weather – snowstorms, ice and sleet storms, page 166, 175, 179
- Tornadoes – tornados, severe winds, page 131
- Drought and Extreme Temperatures – page 244
- Urban Forestry – page 463

Concerns:

1. All municipalities in City of Muskegon may be affected by a severe weather event.
2. There may be little advanced warning of a severe weather event and some people may ignore the severe weather warning.

3. Response and recovery efforts may be hampered due to critical infrastructure being destroyed.
4. Responders may have critical needs of their own due to the severe weather event.

Concept of Operations:

1. The EAS will broadcast weather watches and warnings issued by the National Weather Service. Methods are in place to warn populations and individuals with access and functional needs.
2. Notification of the event should be sent to the MSP/EMHSD DC and entered into the MI CIMS.
3. Assessment of severe weather should focus on determining the following:
 - a. Location, scope, magnitude, and expected duration of event.
 - b. Number of injuries and deaths.
 - c. Property, environmental, and agricultural damage incurred.
 - d. Impacts to critical infrastructure, facilities, and services.
 - e. Economic and social consequences.
 - f. Anticipated resources needs of the response and recovery operations.
4. The local EOC may be activated to support the ICP(s), if activated, and responding agencies will report to the EOC.
5. The County EM should warn adjacent or nearby jurisdictions that may be affected by the severe weather event.
6. Requested equipment, materials, supplies and personnel will be secured through local resources and/or MAA/MOUs. If local resources are exhausted, state assistance may be requested.

Prevention/Mitigation:

1. The City EM Liaison will work in collaborate with the County EM and Central Dispatch to provide for and use all necessary methods of notifications to the public, including those for populations and individuals with access and functional needs.
2. Educate public on severe weather warning systems, home safety, personnel preparedness kits, checklists, evacuation routes, and pre- and post-weather safety procedures.
3. Publicize Severe Weather Awareness Week and Winter Weather Hazards Awareness Week.
4. Modify vulnerable buildings to resist water penetration and/or wind damage.

Preparedness:

1. Continuously update, maintain, train, and exercise on this annex and other severe weather plans, policies, and procedures.
2. Develop pre-scripted warnings for radio stations and ensure that individuals with AFN can receive the message. Test emergency communications systems on a regular basis.
3. Monitor weather reports.

4. Review resource lists and availability of road-clearing equipment, four wheel-drive vehicles, emergency generators, fuel, chainsaws, etc.
5. Pre-position equipment such as snow/debris-clearing equipment, generators, light sets, fuels, food, cots, and blankets.
5. Pre-identify locations of potential warming/cooling centers for severe temperature events.

Muskegon Community College, 221 Quarterline Rd, Muskegon, MI 49442, (231) 773-9131

Muskegon Area Career Tech Center, 200 Harvey St., Muskegon, MI 49442, (231) 767-3600

Muskegon High School, 80 W. Southern Ave., Muskegon, MI 49441, (231) 720-2800

Muskegon Heights High School, 2441 Sanford St., Muskegon Heights, MI 49444, (231) 830-3700

Trinity Health Arena, 470 W. Western Ave, Muskegon, MI 49440, (231) 726-2400

McGraft Park Building, McGraft Park, (231) 724-4100

Sim Ray Community Building, Smith-Ryerson Park, 650 Wood St, (231) 724-4100

Response/Agency Roles and Responsibilities:

Public Safety:

1. Establish and maintain contact with the MSP/ EMHSD DC, SEOC, and other state facilities.
2. Activate the local EOC and notify response agencies.
3. Ensure that the safety officer assess the scene before permitting responders to enter.
4. Request state assistance, if necessary.
5. Present coordinated and accurate information to the public.
6. Coordinate with area shelter support agencies for any sheltering needs and determine if shelters can be used as warming/cooling centers, if needed.
7. Coordinate disaster debris clearance and management activities, as required.
8. Coordinate DA activities and complete the DA board in the MI CIMS. This includes damage to bridges, streets, buildings, dams, etc.

County Health Department:

1. Provide public health information and education concerning the effects of the severe weather event.
2. Inspect food and water supplies after a severe weather event, if necessary.
3. Develop public health regulations and orders. Provide this information to EGLE and MDHHS.

Muskegon Department of Public Safety:

1. Assist with search and rescue operations, including animals.

2. Provide units for route alerting and door-to-door warnings.
3. Assist with evacuations.
4. Assist debris removal activities.

Muskegon Department of Public Safety:

1. Provide units for route alerting and door-to-door warnings.
2. Coordinate evacuations.
3. Coordinate search and rescue operations, including animals.
4. Provide security for evacuated areas.
5. Establish road closures and evacuation routes.
6. Coordinate road closure and debris information with public works department. Emphasize reporting of debris and blocked roads, power outages, power lines, and possible electrical and fire hazards.

Public Works Division:

1. Review resource inventory lists. Provide fuel, potable water, generators, etc., when requested.
2. If debris and snow is voluminous, target private trucking partners for coordination, loading, hauling, etc.
3. Assist in conducting DA, including damage to bridges, streets, buildings, dams, etc.
4. Collect damage data from electric utilities and assist in the restoration of power during and after high wind events.
5. Oversee the repair and restoration of key facilities. Repairs to water and sewer mains, streets, and bridges should be made in order of priority.
6. Identify certain locations that may be useful for debris and snow staging if large spaces are needed for temporary storage/melting
7. Identify contractors who can provide heavy and specialized equipment support during emergencies and individuals and businesses that may lease equipment during emergencies.
8. Review current snowplowing priority system.

Recovery:

1. Conduct debris removal activities.
2. Verify that essential services have been restored.
3. Provide public information regarding safe re-entry to damaged areas.
4. Conduct DA and determine if any disaster funds are available (e.g., public or IA, Section 19, etc.)

SEVERE WEATHER EVENT

The following agencies are responsible for this appendix:

AGENCY	TITLE OF CONTACT
Public Safety	Director, Timothy Kozal
Public Works	Director, Dan VanderHeide

The line of succession for representing the Severe Weather Event functions during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director	Public Safety
Deputy Director	Public Safety
Director	Public Works

Public Safety is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent the Severe Weather Event functions:

SIGNATURE OF SEVERE WEATHER EVENT OFFICIAL	DATE
	04-08-2025



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Adoption of the Muskegon County Hazard Mitigation Plan							
Submitted by: Tim Kozal, Public Safety Director	Department: Public Safety							
Brief Summary: Staff seeks the adoption of the Muskegon County Hazard Mitigation Plan and approval of the corresponding resolution of support.								
Detailed Summary & Background: Muskegon County Emergency Management completed the Muskegon County Hazard Mitigation Plan (HMP) 2024-2029 Edition. The document was prepared in accordance with the Disaster Mitigation Act of 2000 to identify and assess the County's risk and vulnerabilities to hazards, and to outline strategies and options for minimizing the damage and impact of future disasters. The HMP is a required document in order for local agencies to pursue state and federal grant funding. The County is requesting the City's adoption of a resolution in support of the HMP. The document can be accessed at - https://co.muskegon.mi.us/1973/Emergency-Management								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 GOAL 3: COMMUNITY CONNECTION - Increased support for relationship building between public safety and neighbors								
Amount Requested: NA	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): NA	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: I move to adopt the Muskegon County Hazard Mitigation Plan and authorize the Mayor and Clerk to sign the attached resolution.								
Approvals: <table border="1"><tr><td>Immediate Division</td><td></td><td></td></tr></table>	Immediate Division			Guest(s) Invited / Presenting: No				
Immediate Division								

Head			
Information Technology			
Other Division Heads	X		
Communication			
Legal Review			

**STATE OF MICHIGAN
COUNTY OF MUSKEGON**

At a regular session of the Muskegon City Commission
held in Muskegon, Michigan, in Muskegon County,
on July 8, 2025, the following Resolution was adopted.

**RESOLUTION # _____
ADOPTION OF THE COUNTY OF MUSKEGON HAZARD MITIGATION PLAN**

WHEREAS, the City of Muskegon, Michigan has experienced repetitive disasters that have damaged commercial, residential and public properties, displaced citizens and businesses, closed streets and bridges dividing the community both physically and emotionally, and presented general public health and safety concerns; and

WHEREAS, the Disaster Mitigation Act of 2000 provides the legal basis for FEMA's mitigation plan requirements for State, local and Indian Tribal governments as a condition of mitigation grant assistance.

WHEREAS, Muskegon County has developed the Muskegon County Hazard Mitigation Plan 2024-2029 Edition in accordance with the Disaster Mitigation Act of 2000 to identify and assess the County's risk and vulnerabilities to hazards, and to outline strategies and options for minimizing the damage and impact of future disasters; and

WHEREAS, the *Muskegon County Hazard Mitigation Plan* has been reviewed by community residents, business owners, and federal, state and local agencies, and has been revised to reflect the community's concerns;

NOW BE IT FURTHER RESOLVED, that this resolution shall take immediate effect and is hereby approved and the Mayor and Clerk are authorized to execute this resolution on behalf of the City of Muskegon.

Yeas:

Nays:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 8, 2025.

BY:

Kenneth D. Johnson, Mayor

Date

Ann Meisch, City Clerk

Date



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Sale of 617, 625, 635, 638, and 644 Oak				
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning				
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lots at 617, 625, 635, 638, and 644 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda).					
Detailed Summary & Background: Sjaarda Homes and Properties LLC (Derek Sjaarda) would like to purchase the City-owned buildable lots at 617, 625, 635, 638, and 644 Oak for \$15,150 (75% of the True Cash Value of \$20,200) plus half of the closing costs, and the fee to register the deed. Sjaarda Homes and Properties LLC (Derek Sjaarda) will be constructing a duplex on each property.					
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.					
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business					
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> </tr> </table>	Yes	No	N/A	x
Yes	No	N/A	x		
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> </tr> </table>	Yes	No	N/A	x
Yes	No	N/A	x		
Recommended Motion: Authorize staff to sell the City-owned vacant lots at 617, 625, 635, 638, and 644 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda).					
Approvals:	Guest(s) Invited / Presenting:				

Immediate Division Head	x		No
Information Technology			
Other Division Heads	x		
Communication			
Legal Review	x		

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **July 8th, 2025** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **Sjaarda Homes and Properties LLC**, Derek Sjaarda, 15131 Blueberry Ct, West Olive MI, 49460 (“Developer”), with reference to the following facts:

Background

A. Developer proposes to purchase and develop five (5) vacant properties owned by City which are located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a “Parcel” and collectively “Project Property”).

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Property. Developer intends to develop on each of the Project Properties one (1) duplex, for a total of six (6) duplexes. (the “Project”).

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Sale and Purchase of Project Property.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Property, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be \$15,150.00, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$500 deposit that the Developer has paid to the City of Muskegon.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price for the Parcel upon the completion of certain design standards as further described herein.

3. **Construction and Development Requirements.**

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of Twenty-Four (24) months from the date of Closing to complete the Project (“Construction Period”), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. **Construction Details; Purchase Price Reimbursement.** Developer’s construction and development of the Project Property, including single-family homes, duplexes, triplexes, and accessory dwelling units, shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for the Project Property upon Developer’s satisfaction of the following design standards for each single-family home, duplex, triplex, and accessory dwelling unit it constructs on the Project Property. If the Project includes an accessory dwelling unit, both the primary dwelling unit (single-family home, duplex, triplex) and the accessory dwelling unit must meet the design standards outlined below to be eligible for reimbursement.

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 635 Oak, Developer would be reimbursed \$1,800.00, which is 60% of the \$3,000.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel. If Developer builds a duplex or small multiplex, Developer would be reimbursed 100% of the purchase price for this Parcel.)

4. **Right of Reversion.** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a duplex on each of the Project Properties, the quit claim deed conveying the Project Property to Developer shall contain a right of reversion in all of the Project Property ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to all of the Project Property shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project Property and beginning installation of the approved duplexes.

b. Developer does not complete construction of the Project Property prior to expiration of the Construction Period, in which case title to any of the Project Property that are not complete by the end of the Construction Period shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for the Project Property. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for the Project Property that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the Project Property, improvements made on such Project Property shall become the property of City. In no event shall the Project Property be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the Project Property in the amount of the total purchase price for the Project Property and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project Property at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Property (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project Property. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

7. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Developer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Property, and Buyer or its surveyor or other agents may enter any of the Project Property for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Property and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within seven (7) days after disclosure, or terminate this Agreement. Developer may elect to purchase the Project Property subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example

but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property is being sold and delivered "**AS IS**", "**WHERE IS**" in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Property, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Property for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Property with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Property; (v) existence in, on, under, or over the Project Property of any hazardous substances; or (vi) any other matter with respect to the Project Property. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Property pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Property and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project Property acquired by Developer and waive all objections or claims against City arising from or related to such Project Property and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Property it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Property in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. **Authority.** Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. **Litigation.** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. **Bankruptcy.** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or property, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. **Performance.** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. **City Commission Approval.** This Agreement is approved by the Muskegon City Commission.

13. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 60 days from the City Commission's approval of the sale ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver a quit claim deed for the Project Property and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: Samantha Pulos, Code Coordinator
933 Terrace Street
Muskegon, MI 49440

To Developer: Sjaarda Homes and Properties LLC
Derek Sjaarda
15131 Blueberry Ct
West Olive MI 49460
Email: dlsjaarda@gmail.com
Cell: 616-723-7130

17. **Miscellaneous.**

a. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan.

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. **Amendment.** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. **Binding Effect.** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

e. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

f. **Full Execution.** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

g. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

h. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

i. **No Reliance.** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. **Assignment or Delegation.** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

k. **Venue and Jurisdiction.** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Muskegon County is the exclusive venue.

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

DEVELOPER:

CITY OF MUSKEGON

Sjaarda Homes and Properties LLC

By: _____
Name: Ken Johnson
Title: Mayor
Dated: _____

By: _____
Name: Derek Sjaarda
Dated: _____

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 7 ALSO E 40 FT OF LOT 8

BLK 49 Address: 617 OAK AVE, MUSKEGON, MI 49442

Parcel #: 24-205-049-0007-00

Price: \$3,750.00

(Will be combined and split with 625 & 635 Oak into four lots (51.4775' x 110'), each will have a duplex built on them.)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 6 BLK 49

Address: 625 OAK AVE, MUSKEGON, MI 49442

Parcel #: 61-24-205-049-0006-00

Price: \$2,400.00

(Will be combined and split with 617 & 635 Oak into four lots (51.4775' x 110'), each will have a duplex built on them.)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 5 BLK 49

Address: 635 OAK AVE, MUSKEGON, MI 49442

Parcel #: 61-24-205-049-0005-00

Price: \$3,000.00

(Will be combined and split with 617 & 625 Oak into four lots (51.4775' x 110'), each will have a duplex built on them.)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 49 1/2 FT OF S 214.5 FT LOT 4 BLK 40

Address: 638 OAK AVE, MUSKEGON, MI 49442

Parcel #: 61- 24-205-040-0004-20

Price: \$3,000.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 49 1/2 FT OF S 214.5 FT LOT 4 BLK 40

Address: 644 OAK AVE, MUSKEGON, MI 49442

Parcel #: 61- 24-205-_____

Price: \$3,000.00

(Will be split off from 616 Oak, parcel # pending)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Sale of 1783 Smith							
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning							
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lot at 1783 Smith to B&L Properties #1 LLC (Brian Tierman).								
Detailed Summary & Background: B&L Properties #1 LLC (Brian Tierman) would like to purchase the City-owned buildable lot at 1783 Smith for \$2,775 (75% of the True Cash Value of \$3,700) plus half of the closing costs, and the fee to register the deed. Brian Tierman, an adjacent property owner and local business owner, will be constructing a duplex on the property. The lot dimensions are 45' x 125.5' (5,647.5 sq ft), meeting the requirements for a duplex build.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">No</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">☒</td> <td style="width: 15%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	☒	☐
Yes	☐	No	☐	N/A	☒	☐		
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">No</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">☒</td> <td style="width: 15%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	☒	☐
Yes	☐	No	☐	N/A	☒	☐		
Recommended Motion: Authorize staff to sell the City-owned vacant lot at 1783 Smith to B&L Properties #1 LLC (Brian Tierman).								
Approvals:	Guest(s) Invited / Presenting:							

Immediate Division Head	x		No
Information Technology			
Other Division Heads	x		
Communication			
Legal Review	x		

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **June 24, 2025** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **B & L Properties #1LLC**, Brian Tierman, 4323 Airline Rd., Muskegon, MI. 49444, (“Developer”), with reference to the following facts:

Background

A. Developer proposes to purchase and develop one (1) vacant property owned by City which is located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a “Parcel” and collectively “Project Property”).

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Property. Developer intends to develop on the Project Property one (1) duplex. (the “Project”).

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Sale and Purchase of Project Property.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Property, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be **\$2,775.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$400 deposit that the Developer has paid to the City of Muskegon.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price for the Parcel upon the completion of certain design standards as further described herein.

3. **Construction and Development Requirements.**

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of eighteen (18) months from the date of Closing to complete the Project (“Construction Period”), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. **Construction Details; Purchase Price Reimbursement.** Developer’s construction and development of the Project Property, including single-family homes, duplexes, triplexes, and accessory dwelling units, shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for the Project Property upon Developer’s satisfaction of the following design standards for each single-family home, duplex, triplex, and accessory dwelling unit it constructs on the Project Property. If the Project includes an accessory dwelling unit, both the primary dwelling unit (single-family home, duplex, triplex) and the accessory dwelling unit must meet the design standards outlined below to be eligible for reimbursement.

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 1783 Smith, Developer would be reimbursed \$1,665.00, which is 60% of the \$2,775.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel. If Developer builds a duplex or small multiplex, Developer would be reimbursed 100% of the purchase price for this Parcel.)

4. **Right of Reversion.** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a duplex on each of the Project Property, the quit claim deed conveying the Project Property to Developer shall contain a right of reversion in all of the Project Property ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to all of the Project Property shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project Property and beginning installation of the approved duplex.

b. Developer does not complete construction of the Project Property prior to expiration of the Construction Period, in which case title to any of the Project Property that are not complete by the end of the Construction Period shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for the Project Property. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for the Project Property that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the

Project Property, improvements made on such Project Property shall become the property of City. In no event shall the Project Property be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the Project Property in the amount of the total purchase price for the Project Property and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project Property at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Property (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project Property. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

7. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Developer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Property, and Buyer or its surveyor or other agents may enter any of the Project Property for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Property and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within seven (7) days after disclosure, or terminate this Agreement. Developer may elect to purchase the Project Property subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in

Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property is being sold and delivered "**AS IS**", "**WHERE IS**" in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Property, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Property for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Property with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Property; (v) existence in, on, under, or over the Project Property of any hazardous substances; or (vi) any other matter with respect to the Project Property. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Property pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Property and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project Property acquired by Developer and waive all objections or claims against City arising from or related to such Project Property and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Property it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Property in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. **Authority.** Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. **Litigation.** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. **Bankruptcy.** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or property, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. **Performance.** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. **City Commission Approval.** This Agreement is approved by the Muskegon City Commission.

13. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 60 days from the City Commission's approval of the sale ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver a quit claim deed for the Project Property and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery

fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: Samantha Pulos, Code Coordinator
933 Terrace Street
Muskegon, MI 49440

w/ copy to: Parmenter Law
Attn.: John C. Schrier
601 Terrace Street, Suite 200
Muskegon, MI 49440
Email: john@parmenterlaw.com

To Developer: **B & L Properties #1 LLC**

Brian Tierman
4323 Airline Road
Muskegon, MI 49444
231-739-9496
Email: www.bandlelectric.com

17. **Miscellaneous.**

a. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan.

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. **Amendment.** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. **Binding Effect.** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

e. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

f. **Full Execution.** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

g. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

h. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

i. **No Reliance.** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. **Assignment or Delegation.** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

k. **Venue and Jurisdiction.** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Muskegon County is the exclusive venue.

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

CITY OF MUSKEGON

By: _____
Name: Ken Johnson
Title: Mayor
Dated: _____

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____

DEVELOPER:

B&L Properties, No. 1, LLC.

By: 
Name: Brian Tierman

Dated: 6/25/25

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 & S 1/2 LOT 11 BLK 307 ALSO N 1/2 OF ADJ VAC ALLEY

Address: 1783 SMITH ST, MUSKEGON, MI 49442

Parcel #: 61-24-205-307-0010-00

Price: \$2,775.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Annual Action Plan Budget 2025							
Submitted by: Sharonda Carson, CNS Director	Department: Community & Neighborhood Services							
Brief Summary: The budgets for both CDBG and HOME funds are attached for your review and consent.								
Detailed Summary & Background: The Annual Action Plan Budgets are presented to the Commission for approval based on the Department of Housing and Urban Development (HUD) appropriations for FY2024. The Community Planning and Development (CPD) office-funded programs are Community Development Block Grant (CDBG) and HOME investment Partnerships (HOME) and the allocations total \$1,178,377.76 for eligible programs administered by the office of Community and Neighborhood Services.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: City of Muskegon Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: CDBG - \$ 919,565.00 HOME - \$ 258,812.76	Budgeted Item: <table border="1"><tr><td>Yes</td><td>x</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes	x	No		N/A		
Yes	x	No		N/A				
Fund(s) or Account(s): 472 and 473	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>x</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	x	N/A		
Yes		No	x	N/A				
Recommended Motion: To approve the 2024 Annual Action Plan Budgets for CDBG and HOME Programs								
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>x</td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr></table>	Immediate Division Head	x		Information Technology			Guest(s) Invited / Presenting: No	
Immediate Division Head	x							
Information Technology								

Other Division Heads			
Communication			
Legal Review			

CDBG Organization/Agency	2024	2025 (DRAFT)	
Kid Power of Produce	\$20,000.00	\$20,000.00	2%
Priority Home Repair	\$136,375.77	\$245,379.81	27%
Residential Façade	\$89,450.59	\$148,693.19	16%
Service Delivery	\$117,807.00	\$121,575.00	13%
Housing Ramps	\$0.00	\$0.00	
Fire Station Bond	\$211,655.84	\$200,000.00	22%
Blight Fight (McLaughlin)	\$0.00	\$0.00	
Youth Credit Recovery	\$20,000.00	\$0.00	
Builder's License (Pilot)	\$0.00	\$0.00	
Youth Summer Internships	\$0.00	\$0.00	
MPS Youth Basketball	\$12,000.00	\$0.00	
True North	\$55,758.00	\$0.00	
Parks	\$20,000.00	\$0.00	
Agewell Services	\$25,000.00	\$0.00	
Admin	\$177,011.80	\$183,917.00	20%
TOTAL	\$885,059.00	\$919,565.00	
	\$885,059	\$919,565	

HOME Organization/Agency	2024	2025 (DRAFT)
Community Dev. Housing	\$37,772.64	\$0.00
Rehab Construction	\$188,863.25	\$233,631.65
Admin	\$25,181.76	\$25,181.11
TOTAL	\$ 251,817.65	\$ 258,812.76



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Sale of 802 & 818 Wood							
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning							
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lots at 802 & 818 Wood to Jeffrey Vos, Infrastructure C & E.								
Detailed Summary & Background: Jeffrey Vos, Infrastructure C & E, would like to purchase the City-owned buildable lots at 802 & 818 Wood for \$7,500 (75% of the True Cash Value of \$10,000) plus half of the closing costs, and the fee to register the deed. Jeffrey Vos, Infrastructure C & E, will be constructing seven (7) single-family homes on the site. The parcels will be combined and split into seven separate parcels.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">No</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">☒</td> <td style="width: 15%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	☒	☐
Yes	☐	No	☐	N/A	☒	☐		
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">No</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">☒</td> <td style="width: 15%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	☒	☐
Yes	☐	No	☐	N/A	☒	☐		
Recommended Motion: Authorize staff to sell the City-owned vacant lots at 802 & 818 Wood to Jeffrey Vos, Infrastructure C & E.								
Approvals:	Guest(s) Invited / Presenting:							

Immediate Division Head	x		No
Information Technology			
Other Division Heads	x		
Communication			
Legal Review	x		

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made July 8th, 2025 (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **Jeffrey Vos, Infrastructure C & E, 8061 Belaire Drive, Jenison, MI, 49428** (“Developer”), with reference to the following facts:

Background

A. Developer proposes to purchase and develop two (2) vacant property owned by City which is located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a “Parcel” and collectively “Project Property”).

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Property. Developer intends to develop on the Project Property seven (7) single-family houses. (the “Project”).

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Sale and Purchase of Project Properties.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Property, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be \$7,500, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$800 deposit that the Developer has paid to the City of Muskegon.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price for the Parcel upon the completion of certain design standards as further described herein.

3. **Construction and Development Requirements.**

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of twenty-four (24) months from the date of Closing to complete the Project (“Construction Period”), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. **Construction Details; Purchase Price Reimbursement.** Developer’s construction and development of the Project Properties shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for the Project Properties upon Developer’s satisfaction of the following design standards for each single-family home it constructs on the Project Properties:

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 802 Wood St, Developer would be reimbursed \$2,250.00, which is 60% of the \$3,750.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel.)

4. ***Right of Reversion.*** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a single-family house on each of the Project Properties, the quit claim deed conveying the Project Properties to Developer shall contain a right of reversion in all of the Project Properties ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to all of the Project Properties shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project Property and beginning installation of the approved single-family homes.

b. Developer does not complete construction of the Project Property prior to expiration of the Construction Period, in which case title to any of the Project Properties that are not complete by the end of the Construction Period shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for the Project Property. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for the Project Property that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the Project Property, improvements made on such Project Property shall become the property of City. In no

event shall the Project Property be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the Project Property in the amount of the total purchase price for the Project Property and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project Property at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Property (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project Properties. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

7. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Developer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Property, and Buyer or its surveyor or other agents may enter any of the Project Property for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Property and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within seven (7) days after disclosure, or terminate this Agreement. Developer may elect to purchase the Project Property subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason,

Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property is being sold and delivered "**AS IS**", "**WHERE IS**" in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Property, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Property for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Property with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Property; (v) existence in, on, under, or over the Project Property of any hazardous substances; or (vi) any other matter with respect to the Project Property. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Property pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Property and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project Property acquired by Developer and waive all objections or claims against City arising from or related to such Project Property and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Property it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Property in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. **Authority.** Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. **Litigation.** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. **Bankruptcy.** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. **Performance.** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. **City Commission Approval.** This Agreement is approved by the Muskegon City Commission.

13. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 60 days from the City Commission's approval of the sale ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver a quit claim deed for the Project Properties and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid.

The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: Samantha Pulos, Code Coordinator
933 Terrace Street
Muskegon, MI 49440

To Developer: Jeffrey Vos
Infrastructure C & E
8061 Belaire Drive
Jenison, MI 49428
(616) 304-7111
jeff@thecivilengineer.us

17. **Miscellaneous.**

a. ***Governing Law.*** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan.

b. ***Entire Agreement.*** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. ***Amendment.*** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. ***Binding Effect.*** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

e. ***Counterparts.*** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

f. ***Full Execution.*** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

g. ***Non-Waiver.*** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

h. ***Severability.*** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

i. **No Reliance.** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. **Assignment or Delegation.** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

k. **Venue and Jurisdiction.** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Muskegon County is the exclusive venue.

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

DEVELOPER:

CITY OF MUSKEGON

Jeffrey Vos
Infrastructure C & E

By: _____

Name: Ken Johnson

Title: Mayor

Dated: _____

By: _____

Name: Jeffrey Vos

Dated: _____

By: _____

Name: Ann Marie Meisch

Title: City Clerk

Dated: _____

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 9 & 10 BLK 45 EXC FOR E 12 THEREOF FOR ALLEY

Address: 802 Wood Street

Parcel#: 24-205-045-0009-00

Price: \$3,750.00

(Parcels will be combined and split into seven (7) separate lots.)

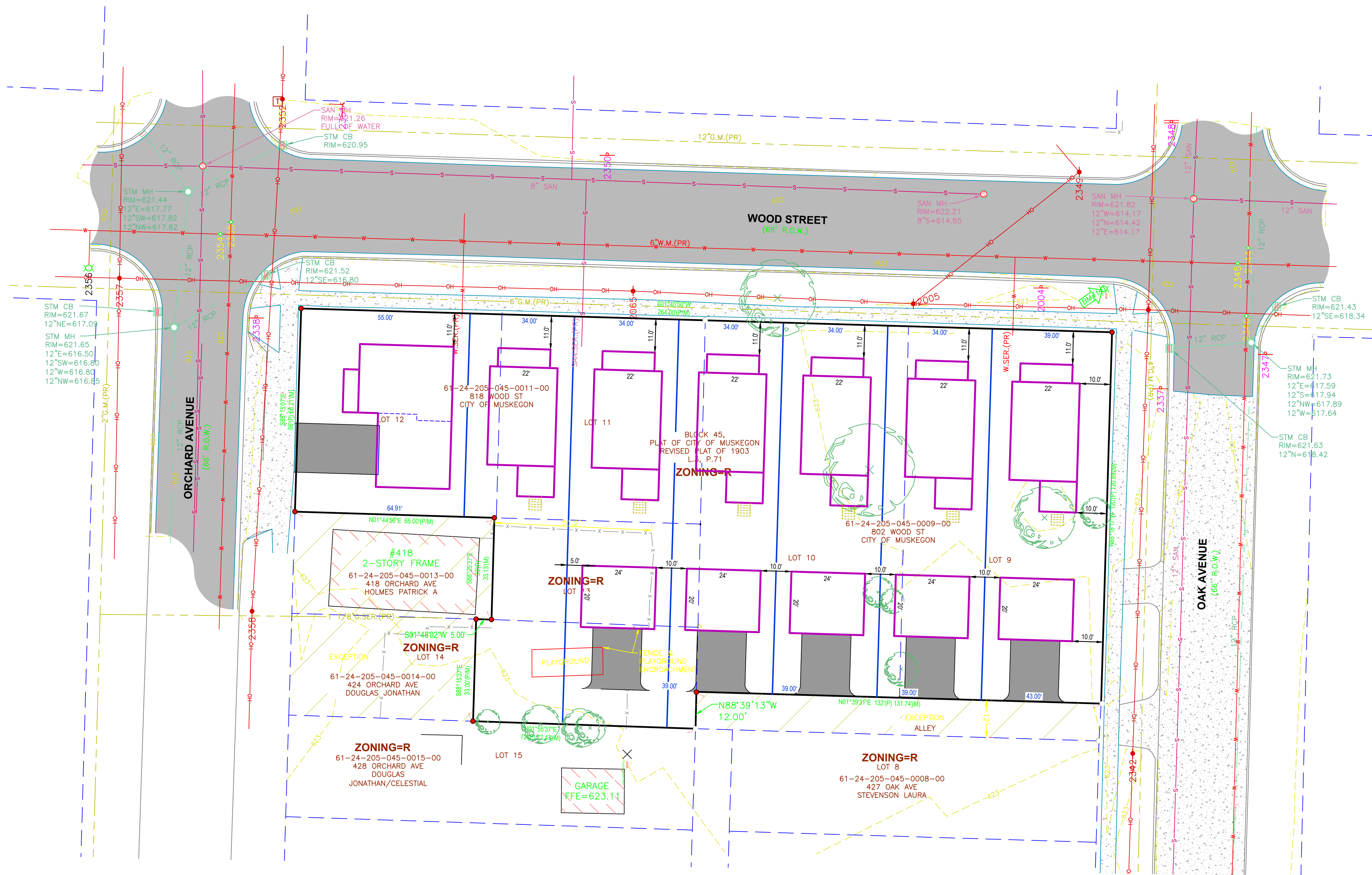
Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 11 TO 14 INCL EXC THE S 60 FT OF LOT 14 ALSO EXC THE S 65 FT OF LOT 13 BLK 45

Address: 818 Wood Street

Parcel#: 24-205-045-0011-00

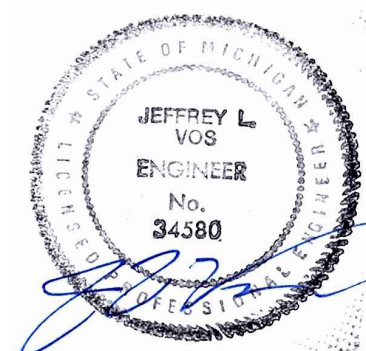
Price: \$3,750.00

(Parcels will be combined and split into seven (7) separate lots.)



- ### LEGEND
- EXISTING CONTOUR
 - EXISTING TREE
 - EXISTING TREE REMOVAL
 - WATER UTILITY LINE
 - TELEPHONE UTILITY LINE
 - ELECTRIC UTILITY LINE
 - GAS UTILITY LINE
 - STORM UTILITY LINE
 - SANITARY UTILITY LINE
 - FIBER OPTIC UTILITY LINE
 - OVERHEAD UTILITY LINE
 - EX GRAVEL DRIVE
 - EX CONCRETE
 - EX BITUMINOUS
 - PROP CONCRETE
 - PROP BITUMINOUS

N
SCALE
HORZ: 1" = 20'





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Certification of MERS Representatives							
Submitted by: Jessica Rabe, Assistant Finance Director	Department: Finance							
Brief Summary: Assigning Delegates for MERS Conference								
Detailed Summary & Background: The MERS plan document provides that "the governing body for each municipality shall certify the names of (2) delegates to the Annual Meeting. One delegate shall be a member who is an officer of the municipality appointed by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, elected by the municipal officers/employees of the municipality." The City's employee units previously agreed to a rotating system (based on the date of joining MERS) to select one official employee representative. This year, the official employee representative attending the MERS conference will be Scott Hepworth from Police Command. The Officer Delegate will be Jessica Rabe, Assistant Finance Director, this year.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Financial Stability Goal/Action Item: 2027 Goal 4: Financial Infrastructure								
Amount Requested: \$510 plus travel	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td>☒</td> <td>No</td> <td>☐</td> <td>N/A</td> <td>☐</td> <td>☐</td> </tr> </table>	Yes	☒	No	☐	N/A	☐	☐
Yes	☒	No	☐	N/A	☐	☐		
Fund(s) or Account(s): 677-272-861	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td>☒</td> <td>No</td> <td>☐</td> <td>N/A</td> <td>☐</td> <td>☐</td> </tr> </table>	Yes	☒	No	☐	N/A	☐	☐
Yes	☒	No	☐	N/A	☐	☐		
Recommended Motion: To approve Jessica Rabe (Assistant Finance Director) as designated delegate to MERS Conference and to make Scott Hepworth employee representative.								
Approvals:	Guest(s) Invited / Presenting:							

Immediate Division Head			No
Information Technology			
Other Division Heads			
Communication			
Legal Review			



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.6377
www.mersofmich.com

2025 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2025

Please print clearly • **Scan and attach this file when you register online** • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2025 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on _____, 2025.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2025 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on _____, 2025.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*

Municipality number*

Email address

Employer address

Employer city

Employer state

Employer zip code

Printed name

Title of authorized authority*

Authorized signature*

Date

* Required field

2
ways to
submit

1. Fill out a printed version, then scan and save it to your computer. Upload it when requested during the conference registration process. – OR –
2. Visit the conference website and download the form. Fill it out (an electronic signature is permissible), then save and upload it when requested during the conference registration process.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Burning Foot Camping						
Submitted by: Jacqui Erny, Admin	Department: DPW- Parks and Recreation						
Brief Summary: The Burning Foot event organizers are requesting approval to allow camping at Pere Marquette and Margaret Drake Elliott on August 23, 2025 and amend the camping fee to 10% of the camping revenue instead of \$20 per tent.							
Detailed Summary & Background: Burning Foot is returning to Pere Marquette on August 23, 2025. In the past, camping was allowed south of the bathhouse and some RVs at Margaret Drake Elliott Park. There could be up to 300 tent sites and 30 RV campsites. Current policy states that approval must be given by the City Commission to have camping at an event. Policy also states the City Commission may opt to collect a percentage of camping revenue for larger events in lieu of \$20 per night per camper or tent. Historically, this event had a fee of 10% of camping revenue instead of \$20/site. The event charges \$70 per tent site and \$200 per RV site. Therefore, if 10% of camping revenue is used for the fee, the city cost would be \$7 per tent site and \$20 per RV site. If all sites were reserved, event fee camping revenue at \$20/site would be \$6,600 versus \$2,700 at 10% of camping revenue. Burning Foot is also charged a Pere Marquette use fee for the space and all vehicles must have a parking pass.							
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 1: Destination Community & Quality of Life							
Amount Requested: NA	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Fund(s) or Account(s): NA	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Recommended Motion: To authorize camping at Burning Foot at Pere Marquette and Margaret Drake Elliott on August 23, 2025, and accept 10% of their camping revenue as a fee to the City.							

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: MML Workers' Compensation Fund Board Ballot												
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office												
Brief Summary: As a member of the Michigan Municipal League's (MML) Worker's Compensation Fund, the City of Muskegon votes for the fund's board members. The recommended slate of four candidates can be found on the page following the memo.													
Detailed Summary & Background: As a member of the Michigan Municipal League's (MML) Worker's Compensation Fund, the City of Muskegon votes for the fund's board members. The Commission must approve a slate of up to four candidates. The recommended slate of candidates can be found on the page following the memo and include the following individuals: • Brian Boggs, City Councilmember, City of Durand • Maureen Donker, Mayor, City of Midland • Craig Stolsonburg, Village Manager, Village of Middleville • Deborah Stuart, City Manager, Mason City													
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> Administrative Action													
Amount Requested: n/a		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>					Yes		No		N/A	x	
Yes		No		N/A	x								
Fund(s) or Account(s): n/a		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>					Yes		No		N/A	x	
Yes		No		N/A	x								
Recommended Motion: To approve the MML Workers' Compensation Fund Board of Trustees slate as presented and authorize the City Manager to sign.													
Approvals:		Guest(s) Invited / Presenting:											

Immediate Division Head			No
Information Technology			
Other Division Heads			
Communication			
Legal Review			



workers'
compensation
fund

1675 Green Road
Ann Arbor, MI 48105
P: 734-662-3246
800-653-2483
F: 734-662-8083
mml.org

RECEIVED

JUN 26 2025

**MUSKEGON
CITY MANAGER'S OFFICE**

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 23, 2025
Subject: Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Two appointees have agreed to seek election to their first term, as well as two incumbent Trustees are seeking re-election. You may also write in one or more candidates if you wish.

A brief biographical sketch of the candidates is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 8th. Alternately, you may complete your ballot online:

Go to www.mml.org. At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Workers' Compensation Fund*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,

A handwritten signature in black ink that reads 'Michael J. Forster'.

Michael J. Forster
Fund Administrator
mforster@mml.org

THE CANDIDATES

Four-year terms beginning October 1, 2025



Brian Boggs, City Councilmember, City of Durand

Brian has more than 18 years' experience in local government and is currently the Shiawassee County Administrator and a longtime member of the Durand City Council. Brian is an Assistant Professor for the Hubert H. Humphrey Fellowship Programs in International Studies and Programs at Michigan State University. He has written extensively on educational organizational complexity, specifically as it affects urban schools and policy. He has most recently been published in Teacher's College Record at Columbia with a piece titled, "Conceptualizing Virtual Instructional Resource Enactment in an Era of Greater Centralization, Specification of Quality Instructional Practices, and Proliferation of Instructional Resources." Further, he has published book chapters in: Handbook of Urban Education Leadership; Handbook of Education Politics and Policy; School to Prison Pipeline; Emerging Issues and Trends in Education; Beyond Marginality; and Educational Policy Goes to School. He has also been published in the Journal of School Public Relations. Brian holds a Ph.D. in educational policy from Michigan State University and is currently finishing his J.D. from Mitchell Hamline School of Law. He holds an MA in Rhetoric and a BA in English from the University of Michigan. Brian is seeking re-election to his second term.



Maureen Donker, Mayor, City of Midland

Maureen has more than sixteen years' experience as a municipal official, having served as mayor of Midland since 2009. She has been the Executive Director of The Reece Endeavor of Midland, a community program providing homes for individuals with special needs, since 1998.

Maureen is also active in the Midland community, serving on various local and regional civic organizations. Maureen is seeking re-election to her fourth term.



Craig Stolsonburg, Village Manager, Village of Middleville

Craig has been Village Manager of Middleville since 2022. Prior to joining the village, he was a Business Solutions Professional with West Michigan Works! for six years, and began his career with twenty years in real estate. He has previously served on the Barry County Board of Commissioners for eight years, including five years as Chair.

A lifelong resident of the Middleville area, Craig is actively involved in his community, including membership in the Middleville Rotary Club and the Thornapple Area Enrichment Foundation (Past President), and sitting on the Boards of Directors for the Thornapple Credit Union and Barry County United Way. Additionally, he has coached for the Thornapple Kellogg High School wrestling and football programs, and volunteers as a public address announcer at school sporting events. Craig is married with two adult children and enjoys spending time with family, golfing, and rooting for the Detroit Lions. Craig is seeking election to his first term.

THE CANDIDATES

Four-year terms beginning October 1, 2025

Deborah Stuart, City Manager, Mason City



Deborah Stuart has served as City Manager of Mason City since January 2016. She has more than 20 years of local and state experience in community and economic development, most recently in her role as Community Development Incentives Director for the Michigan Economic Development Corporation (MEDC). Previously, she served the MEDC as its Community Assistance Team Specialist and the City of Jackson in various economic development roles.

Deborah currently sits on the Boards of Directors for three statewide entities: the Michigan Municipal League, the Michigan Municipal League Foundation and the Michigan Municipal Executives. In addition, she is an active contributor to the 16/50 Project in Michigan, focused on increasing the number of women in local government executive positions through training, mentoring, and promotion of the field to undergraduates. Deborah holds a Bachelor's degree in Communication from

Central Michigan University and a Master's degree in Public Administration from Western Michigan University. She is a proud resident of the City of Mason with her husband and her two children. Deborah is seeking election to her first term.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Rezoning of 62 Irwin Ave from Neighborhood Residential (R) to Low-Density Multiple Family Residential (RM-1). (SECOND READING)
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Request to rezone the property at 62 Irwin Ave from R, Neighborhood Residential to RM-1, Low-Density Multiple Family Residential. The Planning Commission unanimously (6-0, 3 members absent) recommended approval of the request.	
Detailed Summary & Background: The property is zoned R-1, Neighborhood Residential. The parcel measures 13,200 sq ft, and the vacant church on-site measures 2,583 sq ft. The applicant would like to convert the former church building into residential units. The current zoning would allow up to a duplex, but the building is large enough to host more units. A rezoning to RM-1 would allow up to 16 units per acre, which would be four units on this property, assuming each unit would meet the necessary size requirements. With RM-1 zoning, the applicant would also have the option to apply for a special use permit for a single-room occupancy building, which he is also considering. The parcels to the west along Peck St are also zoned RM-1. However, staff have been holding focus group discussions with these business owners about the possibility of rezoning the district to form-based code. Initial discussions were very positive and well-received. Even if these parcels were to be rezoned away from RM-1, the rezoning of 62 Irwin should still be considered for a rezoning to this designation, and staff do not believe this would be considered a spot zone. The Master Plan specifically talks about being flexible with the zoning of former civic buildings and allowing more density in their redevelopment. Notice was sent to all properties within 300 feet of this parcel. At the time of this writing, staff had not received any comments from the public. STAFF RECOMMENDATION Staff recommends approval of the rezoning to RM-1. This zoning designation will allow the redevelopment of this civic building into a reasonable number of residential units, which will not vary from what already exists in the area. This request is consistent with the goals of the Master Plan to redevelop former civic buildings into multi-family housing or mixed-use developments.	
Goal/Focus Area/Action Item Addressed: Key Focus Areas:	

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business

Amount Requested:

N/A

Budgeted Item:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Recommended Motion:

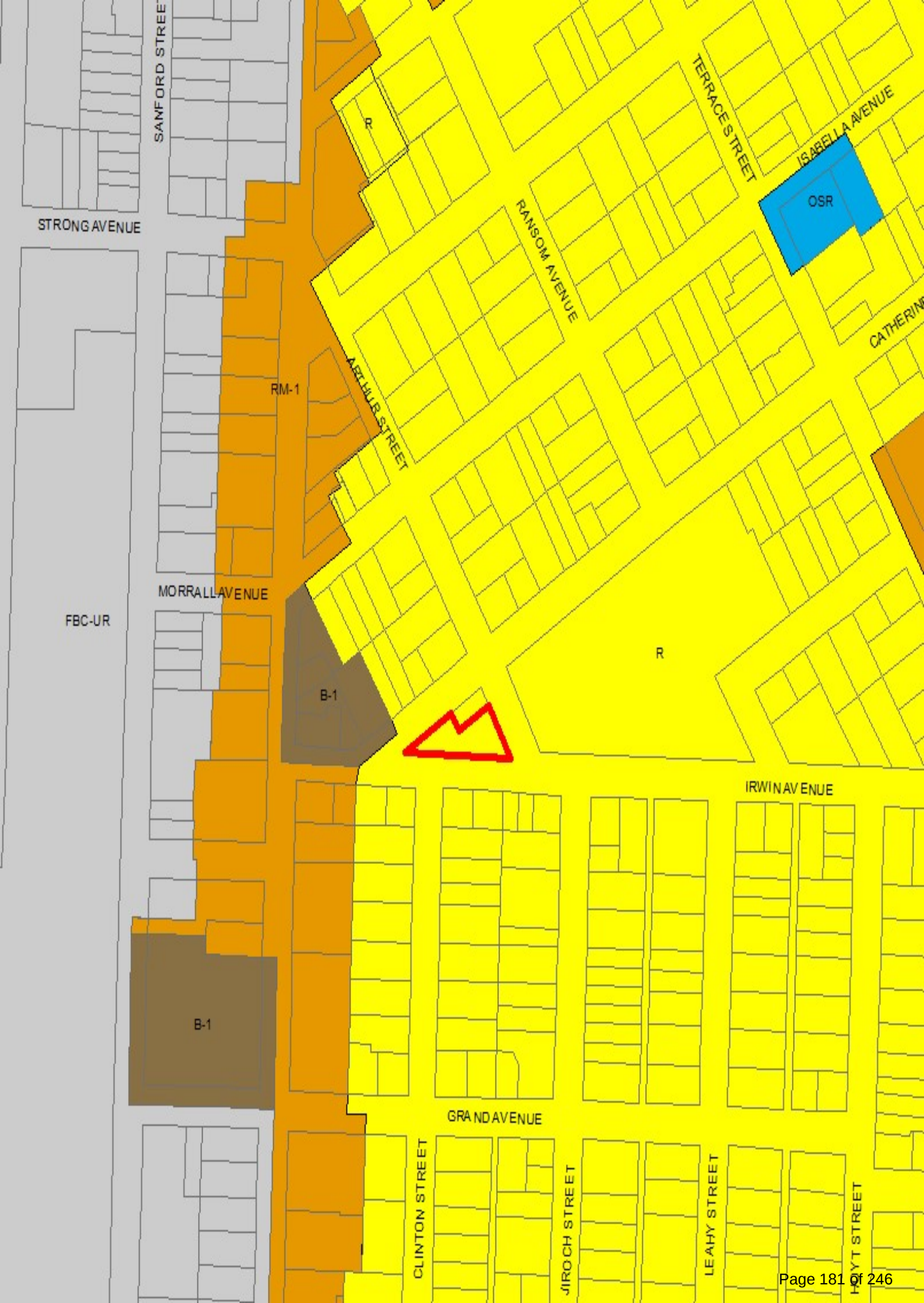
I move to approve the request to rezone the property at 62 Irwin Ave from R, Neighborhood Residential to RM-1, Low-Density Multiple Family Residential.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No







CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 62 Irwin Ave from R, Neighborhood Residential to Low-Density Multiple Family Residential (RM-1).

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning from R to RM-1.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning of 62 Irwin Ave to RM-1)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 8th day of July, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2025 _____

Ann Meisch, MMC

Clerk, City of Muskegon

Publish Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on July 8, 2025, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 62 Irwin Ave to RM-1.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2025

By _____

Ann Meisch, MMC

City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Rezoning of 1188 Lakeshore Dr from Lakefront Recreation (LR) to Form Based Code, Urban Residential (FBC, UR). (SECOND READING)
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Request to rezone the property at 1188 Lakeshore Dr from Lakefront Recreation (LR) to Form Based Code, Urban Residential (FBC-UR). The Planning Commission unanimously (6-0, 3 members absent) recommended approval of the request.	
Detailed Summary & Background: This vacant lot measures 1.6 acres and is zoned LR, Lakefront Recreation. It is located between the Lakeshore Yacht Harbour marina and Adelaide Point and is owned by Cole's Quality Foods. The applicant is considering purchasing the property and would like to build a single-family house to live in. The LR zoning designation does not allow for housing. The lot does not have frontage on a street, but the applicant is working with Lakeshore Yacht Harbour to obtain an easement from the southern end of this lot to W. Western Ave. The applicant is requesting to rezone the property to Form Based Code, Urban Residential, which would allow up to a duplex and an accessory dwelling unit, in terms of density. However, he is only planning on developing one single-family house. Much of the lot is unusable for construction as it lies below the ordinary high watermark, and there is also a large slope in the building footprint area. Utilities will need to be installed underneath the former railroad ROW, and the applicant will be responsible for obtaining easements from CSX. A driveway will also need to be installed at the end of the cul-de-sac and across the bike path. A permit from the City Engineering Department will be required. The future land use map in the Master Plan identifies this parcel as "Lakeshore," which is described as "Mixed-use development and recreational, water-related activities located along the Muskegon Lake shoreline. The large lot sizes, uniquely shaped parcels, and wide range of permitted uses, Planned Unit Developments (PUD) are common in this land use category." A site plan is not required for a rezoning request, but one has been provided to show how the development would work. The applicant has worked with city staff to create a driveway that would be placed in a way to minimize conflict with the bike path.	
STAFF RECOMMENDATION Staff recommends approval of the request. The applicant will have to purchase the property and obtain easements for the driveway and utilities before permits can be pulled. While the rezoning to FBC, UR does not totally align with the mixed-use designation in the future land use map, the low elevation of most of the lot prevents its redevelopment into anything substantial. A single-family	

house may be about as large of a development that could fit on this lot, given its development challenges. The addition of a housing unit will contribute to the mixed-use along the shoreline.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business

Amount Requested:

N/A

Budgeted Item:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Recommended Motion:

I move to approve the request to rezone the property at 1188 Lakeshore Dr from Lakefront Recreation to Form Based Code, Urban Residential.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

INDUSTRIAL USE

I-2

B-2

FBC-MSW

I-2

FBC-NE

WESTERN AVENUE

WING LANE ST (VACATED)

VAC. HUDSON ST

BE KATH STREET

VAC. Q. AVENUE

DIVISION STREET

VAC. MICHIGAN AVE

MICHIGAN AVE

LR

FBC-UR

PUD

VAC. MICHIGAN AVE

FBC-UR

OSC

FBC-NE

FBC-NE



MICHIGAN LAKE

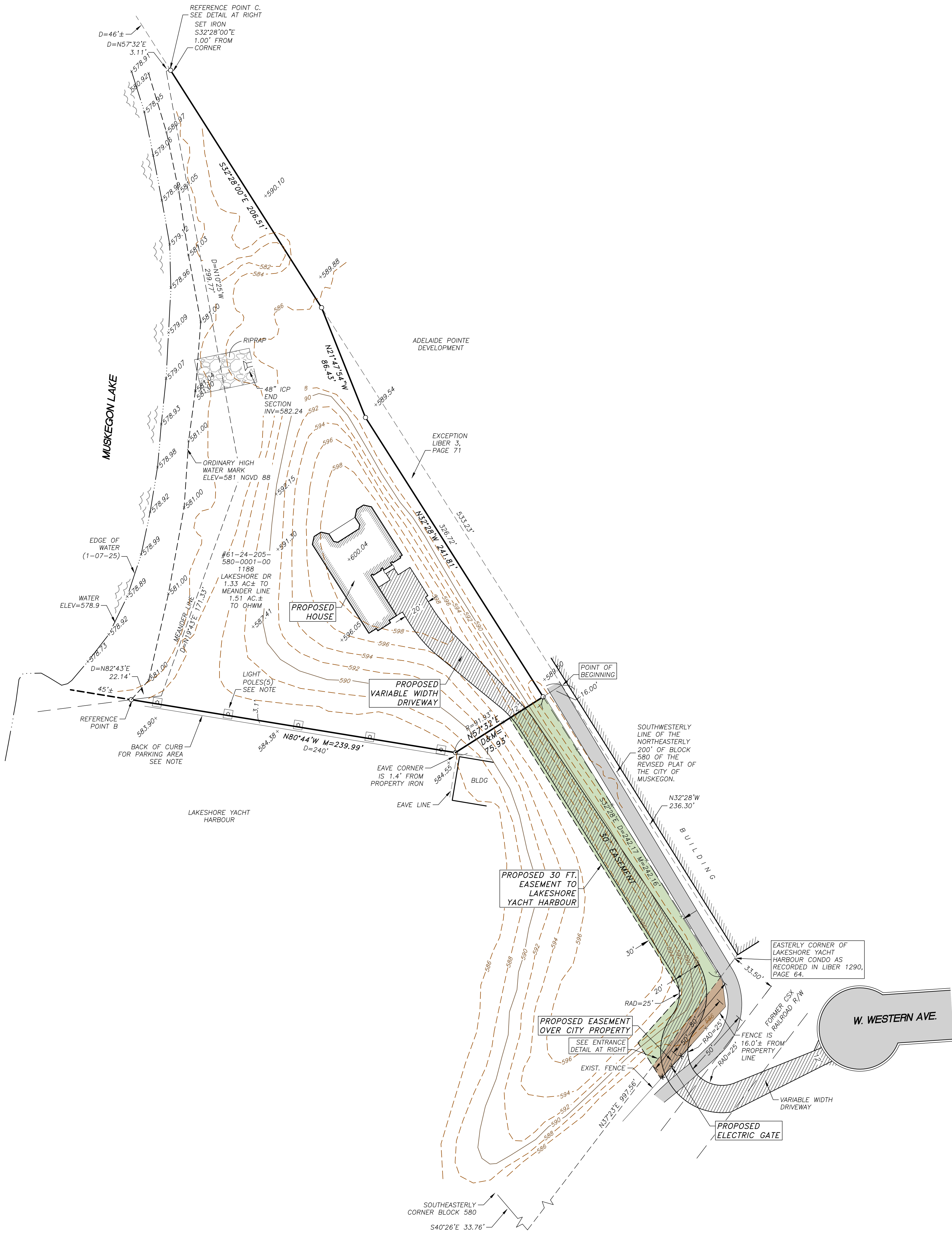
WEST
WESTERN
AVE

MICHIGAN AVE

City of Muskegon Future Land Use Map

-  Low/Moderate Residential
-  Multi-Family Residential
-  Commercial Corridor
-  Downtown
-  Lakeshore
-  Industrial
-  Port Activities
-  Parks
-  Open Space
-  Community Node Overlay
-  Neighborhood Node Walk Radius
-  Regional Node Walk Radius





NOTE:

CONCRETE BASE OF THE NOTED LIGHT POLES ARE 1.1 FEET NORTH OF PROPERTY LINE.
THE BACK OF THE CONCRETE CURB, FOR THE PARKING AREA, IS 3.1 FEET SOUTH OF LINE.

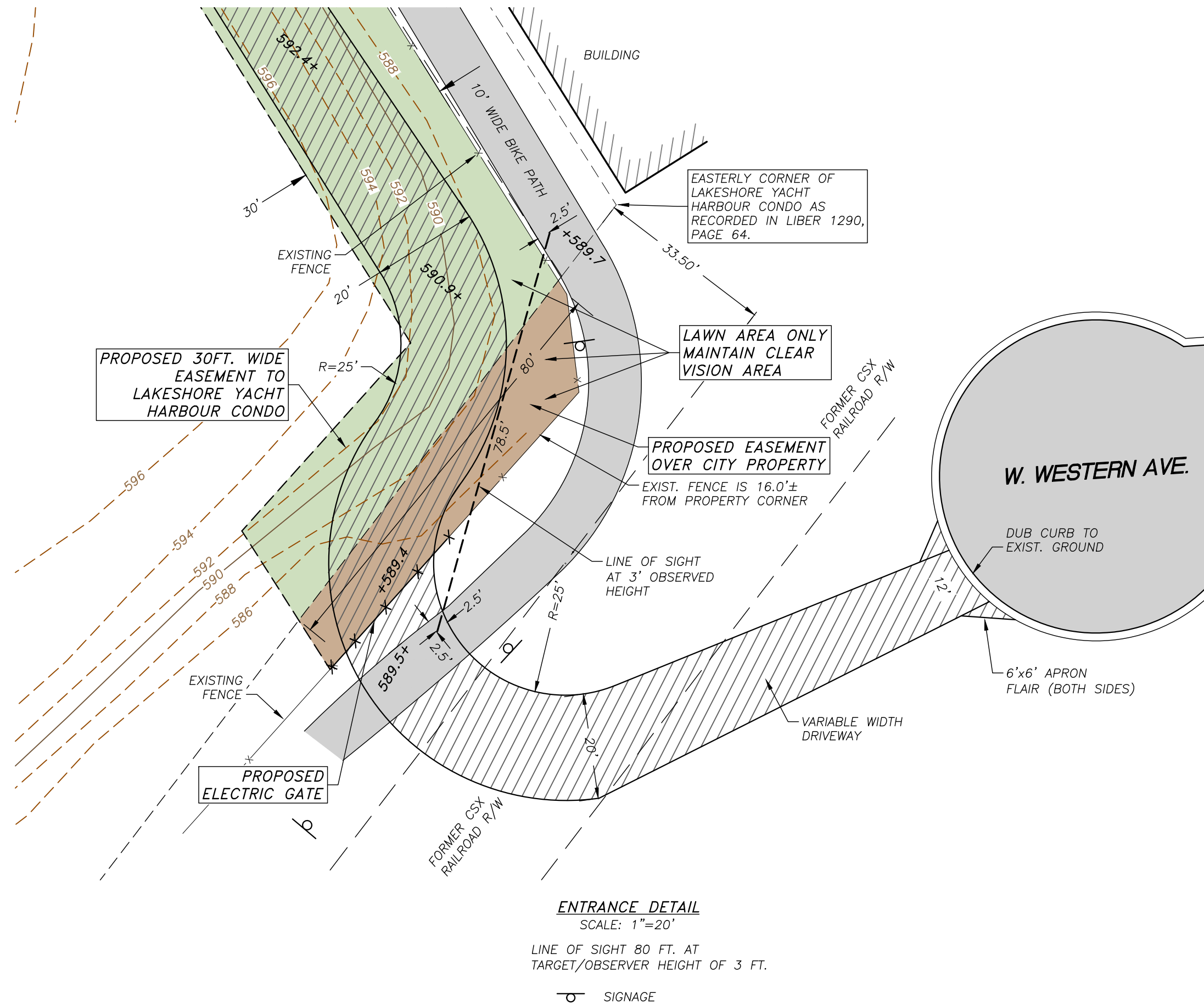
DESCRIPTION: (PER TAX DESCRIPTION)
PARCEL #61-24-205-580-0001-00

THAT PART OF BLOCK 580 OF THE REVISED PLAT OF (1903) OF THE CITY OF MUSKEGON ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, DESCRIBED AS: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 580; THENCE SOUTH 40 DEGREES 28 MINUTES EAST 33.76 FEET ALONG THE EXTENDED SOUTHWESTERLY LINE OF SAID BLOCK 580; THENCE NORTH 37 DEGREES 23 MINUTES EAST 997.56 FEET; THENCE NORTH 32 DEGREES 28 MINUTES WEST 236.30 FEET ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 200 FEET OF SAID BLOCK 580 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 57 DEGREES 32 MINUTES WEST 91.93 FEET; THENCE NORTH 80 DEGREES 40 MINUTES WEST 240.0 FEET TO REFERENCE POINT "B"; THENCE NORTH 80 DEGREES 44 MINUTES WEST 45 FEET MORE OR LESS TO THE WATER'S EDGE OF MUSKEGON LAKE; THENCE NORTHERLY 550 FEET MORE OR LESS ALONG SAID WATER'S EDGE TO ITS INTERSECTION WITH A LINE WHICH BEARS NORTH 32 DEGREES 28 MINUTES WEST FROM REFERENCE POINT "C"; (REFERENCE POINT "C" BEING LOCATED AS FOLLOWS: BEGINNING AT ABOVE DESCRIBED REFERENCE POINT "B"; THENCE NORTH 82 DEGREES 43 MINUTES EAST 22.14 FEET; THENCE NORTH 19 DEGREES 43 MINUTES EAST 171.33 FEET; THENCE NORTH 10 DEGREES 25 MINUTES WEST 299.77 FEET; THENCE NORTH 57 DEGREES 32 MINUTES EAST 3.11 FEET TO REFERENCE POINT "C"); THENCE SOUTH 32 DEGREES 28 MINUTES EAST 46 FEET MORE OR LESS TO REFERENCE POINT "C"; THENCE SOUTH 32 DEGREES 28 MINUTES EAST 533.23 FEET ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 200 FEET OF SAID BLOCK 580 TO THE PLACE OF BEGINNING.

ALSO EXCEPT:
THAT PART OF BLOCK 580 OF THE REVISED PLAT OF (1903) OF THE CITY OF MUSKEGON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 3, PAGE 71, MUSKEGON COUNTY RECORDS, DESCRIBED AS BEGINNING AT THE MOST EASTERLY CORNER OF LAKESHORE YACHT HARBOUR, A MARINA CONDOMINIUM AS RECORDED IN LIBER 1290, PAGE 64 AS AMENDED, MUSKEGON COUNTY RECORDS; THENCE NORTH 32 DEGREES 28 MINUTES EAST 236.30 FEET ALONG THE NORTHEASTERLY LINE OF LAKESHORE YACHT HARBOUR TO THE TRUE PLACE OF BEGINNING; THENCE SOUTH 57 DEGREES 32 MINUTES WEST ALONG THE NORTHERLY LINE OF SAID LAKESHORE YACHT HARBOUR, 16.00 FEET; THENCE NORTH 32 DEGREES 28 MINUTES WEST 241.81 FEET BEING PARALLEL WITH AND 16.00 FEET SOUTHWESTERLY (MEASURED PERPENDICULAR TO) OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 200.00 FEET OF SAID BLOCK 580; THENCE NORTH 21 DEGREES 47 MINUTES 54 SECONDS WEST 86.43 FEET; THENCE SOUTH 32 DEGREES 28 MINUTES EAST ALONG SAID SOUTHWESTERLY LINE, 326.72 FEET TO THE POINT OF BEGINNING.

PROPOSED ACCESS EASEMENT OVER CITY PROPERTY:

PROPOSED ACCESS EASEMENT OVER LAKESHORE YACHT HARBOUR PROPERTY:



LOCATION MAP - NO SCALE

0 20' 40'

SCALE: 1" = 40'

LEGEND

- M MEASURED DIMENSION
- D DEED DIMENSION
- SET IRON
- FOUND IRON
- LIGHT POLE
- X- FENCE
- - - - - EXISTING GRADE
- - - - - MAJOR CONTOUR-5' INTERVAL
- - - - - MINOR CONTOUR-1' INTERVAL
- EXIST. ASPHALT
- PROPOSED ASPHALT
- PROPOSED EASEMENT TO LAKESHORE YACHT HARBOUR CONDO
- PROPOSED EASEMENT OVER CITY PROPERTY

DATE:	5-20-25	SURVEYED BY:	NSS	CHECKED BY:	SW	DWG MADE:	SW	SITE PLAN	NO.	DATE	DESCRIPTION	BY	CHKD	DATE
Westshore ESE 2534 Black Creek Road Muskegon, MI 49444 Ph: (231) 777-3447 E-mail: Service@Westshore.net														
WESTSHORE ENGINEERING & SURVEYING ENVIRONMENTAL														
PROJECT NAME: SITING PLAN FOR PROPOSED BUILDING PARCEL #61-24-205-580-0001-00 (VACANT LAND)														
CLIENT: GABRIEL WILHELM 5827 CROSSWINDS DR. UNIT #24, NORTON SHORES, MICHIGAN 49444														
PROJECT: 04651-0001B														
SHEET: 1 OF 1														

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 1188 Lakeshore Dr from LR to Form Based Code, UR.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning from LR to FBC, UR.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning of 1188 Lakeshore Dr to FBC, UR)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 24th day of June, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2025 _____

Ann Meisch, MMC

Clerk, City of Muskegon

Publish Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on June 24, 2025, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1188 Lakeshore Dr to FBC, UR.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2025

By _____

Ann Meisch, MMC

City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Beach Concession Application - Shady Lay-Days Beach Chair and Umbrella Rentals							
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks							
Brief Summary: The Parks Department has received an application from Shady Lay-Days to provide beach chair & umbrella rentals at Pere Marquette Park.								
Detailed Summary & Background: The Parks Department has received an application from Shady Lay-Days to provide beach chair & umbrella rentals at Pere Marquette Park. The benefit for the City of Muskegon would be additional revenue as the concession policy states that vendors at this location would pay \$1,000 + 5% of gross receipts. This would also allow visitors the convenience of renting a comfortable chair and umbrella during their time at the beach. Hours and frequency are to be determined, but this service will be offered on weekends and would use Indiana Ave. to house a trailer and has requested the use of an ATV to haul the equipment.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Enhanced Parks and Recreation Department and Services Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Parks and Recreation Department and Services								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">x</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">x</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Recommended Motion: Authorize staff to enter into an agreement with Shady Lay-Days for concession services at Pere Marquette Park.								
Approvals:	Guest(s) Invited / Presenting:							

Immediate Division Head	x		No
Information Technology			
Other Division Heads			
Communication			
Legal Review			



PARK CONCESSION POLICY

EFFECTIVE: July 26th, 2022

PURPOSE

To formalize the process and procedures related to concession operations within the City of Muskegon Park System.

GOALS

The City of Muskegon maintains this policy with the goals of:

- Providing a variety of services to park visitors that could not be provided by other means
- Meet the needs and wants of park users
- Activate and engage our park spaces
- Offer opportunities for small business to start and grow

COVERED AREAS & APPLICABILITY

This policy applies to any concession proposing to operate in the traditionally recognized city park system, with the following exceptions:

- Hackley Park is excluded from this agreement and no concessions outside of approved special events are permitted to operate within Hackley Park.
- This policy does not apply to Western Market, Muskegon Farmers Market, Trinity Health Arena, or any other areas which may contain similar operations but are not a part of the traditionally recognized city park system.
- This policy also does not apply to “The Deck” restaurant which operates within Pere Marquette Park, to “Fisherman’s Landing” campground and boat launch, nor to the “Clippers” baseball facility that operates within Marsh Field, as all are under specific lease agreements and terms.
- Concessions operating as a part of an approved special event or an approved sports league are exempt from this policy.

This policy does apply to the few brick and mortar concession spaces located within the City Parks; currently the list of brick and mortar spaces is as follows, with future changes possible:

- The designated concession space within the Pere Marquette Park Bathhouse
- The Pere Marquette Park secondary building located south of the bathhouse
- The Pere Marquette Park Chalet at the north end of the park

APPLICATION & AGREEMENT PROCESS

Applications will be accepted year-round on the attached form.

There is no fee associated with applying to be a concessionaire within the City Parks. If the application is approved, fees will be charged for the right to operate within the city park system as outlined below.

Staff will review applications in accordance with this policy. Applications approved by staff will be presented to the Commission for consideration before adoption of the agreement.

Once an application is approved by the City Commission, city and the concessionaire will enter into a formal agreement. General agreement terms attached to each agreement will be specifically crafted to match the agreed upon activities, fees, and services as allowable in this policy.

Agreements shall be renewed annually, except that agreements within a designated brick and mortar space may be proposed for an extended duration, with the maximum length not to exceed 5 years.

Returning operations for brick and mortar facilities in good standing shall be offered first right of refusal to renew their agreement for up to one renewal term of the same duration as the original term. When brick and mortar spaces become available or at the end of a renewal term the brick and mortar spaces will be offered as available through a request for proposal process.

FEES & WAIVERS

Concessionaire shall be obligated to pay the fees outlined in the agreement.

The standard fee to operate a concession shall be set at \$1,000/Year + 5% of gross receipts for any operation conducted within Kruse Park, Pere Marquette Park, Margaret Drake Elliot Park or Harbor Towne Beach, and \$250/Year + 5% of gross receipts for any concession operating in any other park.

Concession agreements proposed for a brick and mortar location as described above shall be set at \$1,000/Year + 10% of gross receipts or \$2,500/Year, whichever is expected to be more.

Revenue generated from concession operations shall be deposited in the City General Fund for support of park and recreation operations in the City.

Fees for concessions may be waived by staff upon receipt of a "Concession Fee Waiver Application" at the same time as a concession application. Fee waivers will be evaluated according to the point system described on that form.

Return completed application to the following:
City of Muskegon Public Works Department
1350 East Keating Avenue
Muskegon, MI 49442

► I. CONCESSIONAIRE

BUSINESS / NON-PROFIT	Shady lay-days Beach Chair and Umbrella Rentals
CONTACT	Kimberly Wilholt
ADDRESS	4548 Bremer st sw Grandville Mi 49418
PHONE	616-888-5290
EMAIL	Kimberlywilholt@yahoo.co m

► II. OPERATIONAL DESCRIPTION

ACTIVITIES CONDUCTED (ATTACH PICTURES IF NEEDED)	Beach chair and umbrella rentals
EQUIPMENT USED (ATTACH PICTURES IF NEEDED)	Lounge style Beach chairs UV and heavy wind umbrellas
REQUESTED LOCATION(S)	Pere Marquette Beach, Muskegon

► IV. LIABILITY WAIVER

APPLICANT(S) voluntarily agree, understand and recognize that participants will have no right to make a claim or file a lawsuit against the City.

► V. REQUIREMENTS OF CONCESSIONAIRES

1. Applicant shall comply with all City of Muskegon Policies.
2. Applicant shall comply with all City of Muskegon Ordinances.
3. Applicant shall save the City of Muskegon harmless from all claims.
4. The appointed fees must be paid in full to the City prior to commencement of operations.
5. All required licenses and an insurance certificate listing the City as an additional insured party must be submitted before the agreement is signed and before commencing operations.
6. Applications denied by staff may be appealed to the City Commission for consideration.

With my signature, I certify that I have read and agree to the City of Muskegon Park Concession Policy and all items listed on this application.

I agree to abide by all applicable ordinances & regulations.

Kimberly Wilholt	6/5/2025
Signature of Applicant	Date

CITY STAFF USE ONLY: APPROVED / DENIED	
NAME/TITLE: _____	
DATE: _____	FEE: _____
NOTES: _____	





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Water & Sewer Rate Changes 2025
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works
Brief Summary: Staff requests adoption of the two included resolutions setting water and sewer rates for the fiscal year from July 1, 2025 to June 30, 2026.	
Detailed Summary & Background: At the February Legislative Policy Committee meeting staff presented a synopsis of the water system finances, including that the water system has made significant progress toward solvency but remains in debt to other City funds by about \$330,000 at the close of the 23-24 fiscal year. Staff is recommending no changes to the sewer rate, except for the updated debt service fee as described below. Staff recommends a 10% increase in the water commodity rate from \$2.27 per unit to \$2.50 per unit , and recommends the updated debt service fee described below. This is the third year of the debt service fee, and the second time it will be updated on an annual basis. This fee, when combined from all accounts, represents the total amount of debt paid in the prior fiscal year (for example, the fee proposed at this time will reimburse the system for the debt paid in the fiscal year ending June 30, 2024). Each year, staff will make an accounting of the amount of debt paid by each of the systems and will present adjustments to the fee for consideration by the Commission. This will more directly tie the projects the City performs to the amount of the water bill, and will allow the fee to be reduced as certain bonds or other debts fall off of the system books. The fee is distributed on a meter equivalency basis, meaning a typical residential account will pay the fee at a rate of "one," while commercial and industrial accounts will pay the fee at a potentially higher rate depending on the size of their water meter. Irrigation accounts will not pay the fee, assuming they are tied to a domestic water account at the same address. Attached is a breakdown of the meter equivalency calculations using factors from the American Water Works Association (AWWA). The water system paid \$1,192,364 in debt payments for the fiscal year ending June 30, 2024, and the sewer system paid \$425,188 for the same period. Using the attached chart, the fee will be \$5.98 per month for a residential account on the water system, and \$2.13 per month for a residential account on the sewer system. This represents a \$0.15 increase in the combined debt service fees compared to the current fees. City Code states that the City Commission sets the water and sewer rates by resolution. The attached resolutions will establish the rates and fees described herein, effective July 1, 2025.	
Goal/Focus Area/Action Item Addressed:	

Key Focus Areas:

Sustainability in financial practices and infrastructure

Goal/Action Item:

2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices

Amount Requested:

N/A

Budgeted Item:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Fund(s) or Account(s):

590 (Sewer) and 591 (Water)

Budget Amendment Needed:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Recommended Motion:

Adoption of the two included resolutions setting water and sewer rates for the fiscal year from July 1, 2025 to June 30, 2026.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads	X	
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

CITY OF MUSKEGON
RESOLUTION NO. _____

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on July 8, 2025.

RECITALS

A review of the rates for sewer service has been accomplished by the city's staff, recommendations received, and the City Commission has determined that the following rate changes are justified. Accordingly, this resolution is made for the purpose of maintaining the financial viability of the city's sewer system.

THEREFORE, THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. Effective June 30, 2025, to rescind City of Muskegon Resolution No. 2024-34(A), which was adopted April 9, 2024.
2. Charges for residential sewer service shall remain unchanged at a multiplier 1.90 of the rate the county bills the city for wastewater treatment effective July 1, 2025, with future rates to be adjusted as the county charges are adjusted. The monthly sewer administration charge shall remain unchanged at \$3.00.
3. Charges for commercial/industrial sewer service shall continue to be billed at a rate of 1.25 times (1.25x) the city rate for residential sewer service. The monthly sewer administration charge shall remain unchanged to \$3.00.
4. Charges for all non-metered residential sewer customers will be calculated based on an assumed usage rate of 12 hundred cu. ft. per month.
5. Unless there is a separate agreement specifying a different billing method, non-resident users of the city sewer system will be billed at a rate that is double (2x) the city rate for that class of user.
6. The monthly debt service fee is hereby established as \$2.13 effective July 1, 2025, charged on a ¾-inch residential meter equivalency basis as described by the American Water Works Association (AWWA).

The above changes to be effective as noted above.

This resolution adopted.

YEAS:

NAYS:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC, City Clerk

STATE OF MICHIGAN COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the _____ day of _____, 20____ and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

**CITY OF MUSKEGON
RESOLUTION NO. _____**

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on July 8, 2025.

RECITALS

A review of the rates for water service has been accomplished by the city's staff, recommendations received, and the City Commission has determined that the following rate changes are justified. Accordingly, this resolution is made for the purpose of maintaining the financial viability of the city's water system.

THEREFORE, THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. Effective June 30, 2025, to rescind City of Muskegon Resolution No. 2024-34(A), which was adopted April 9, 2024.
2. Charges for residential water service are hereby established as \$2.50 per hundred cubic feet effective July 1, 2025.
3. The lead service line replacement fee shall remain unchanged at \$5.00 per month per account.
4. The monthly debt service fee is hereby established as \$5.98 effective July 1, 2025, charged on a ¾-inch residential meter equivalency basis as described by the American Water Works Association (AWWA).

The above changes to be effective as noted above.

This resolution adopted.

YEAS:

NAYS:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC, City Clerk

STATE OF MICHIGAN COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the _____ day of _____, 20____ and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

Meter Size	AWWA Capacity (GPM)	Factor with 3/4" Equivalent	Water Fee By Meter Size	Sewer Fee by Meter Size	Number of Metered Accounts	Equivalent Accounts	Water Debt Service Fee Collected	Sewer Debt Service Fee Collected
Unknown		1.00	\$ 5.98	\$ 2.13	229	229	\$ 16,433	\$ 5,853
5/8 inch	20	1.00	\$ 5.98	\$ 2.13	10,783	10,783	\$ 773,788	\$ 275,613
3/4 inch	30	1.00	\$ 5.98	\$ 2.13	2,053	2,053	\$ 147,323	\$ 52,475
1 inch	50	1.67	\$ 9.97	\$ 3.55	257	428	\$ 30,737	\$ 10,948
1-1/2 inch	100	3.33	\$ 19.93	\$ 7.10	166	553	\$ 39,707	\$ 14,143
2 inch	160	5.33	\$ 31.89	\$ 11.36	183	976	\$ 70,038	\$ 24,947
3 inch	300	10.00	\$ 59.80	\$ 21.30	37	370	\$ 26,551	\$ 9,457
4 inch	500	16.67	\$ 99.67	\$ 35.50	38	633	\$ 45,448	\$ 16,188
6 inch	1,000	33.33	\$ 199.33	\$ 71.00	12	400	\$ 28,704	\$ 10,224
8 inch	1,600	53.33	\$ 318.93	\$ 113.60	1	53	\$ 3,827	\$ 1,363
10 inch	2,300	76.67	\$ 458.47	\$ 163.30	0	0	\$ -	\$ -
12 inch	4,300	143.33	\$ 857.13	\$ 305.30	1	143	\$ 10,286	\$ 3,664
					13,760	16,623	\$ 1,192,843	\$ 424,875

Assumed 3/4" or less
Tied to 3/4" for Calculation

Includes all sizes above 12"



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025		Title: Water Supply System Bonds Series 2025													
Submitted by: Kenneth Grant, Finance Director		Department: Finance													
Brief Summary: Ordinance authorizing the issuance of a Water Supply Junior Lien Revenue Bond Series 2025															
Detailed Summary & Background: The bonds are expected to be sold to the Michigan Finance Authority and payable in 20 annual principal installments at an interest rate of 2.0%. Bond closing is scheduled for August 28 th . Estimated Principal Forgiveness has yet to be determined.															
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item: 2027 Goal 4: Financial Infrastructure															
Amount Requested:		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td>☒</td> <td>No</td> <td>☐</td> <td>N/A</td> <td>☐</td> <td>☐</td> </tr> </table>		Yes	☒	No	☐	N/A	☐	☐					
Yes	☒	No	☐	N/A	☐	☐									
Fund(s) or Account(s): Water		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td>☒</td> <td>No</td> <td>☐</td> <td>N/A</td> <td>☐</td> <td>☐</td> </tr> </table>		Yes	☒	No	☐	N/A	☐	☐					
Yes	☒	No	☐	N/A	☐	☐									
Recommended Motion: To authorize the issuance of Water Sewer Supply System Bonds, Series 2025 for an amount not to exceed \$15,000,000.00															
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Information Technology</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Other Division Heads</td> <td>☒</td> <td>☐</td> </tr> <tr> <td>Communication</td> <td>☐</td> <td>☐</td> </tr> </table>		Immediate Division Head	☐	☐	Information Technology	☐	☐	Other Division Heads	☒	☐	Communication	☐	☐	Guest(s) Invited / Presenting: No	
Immediate Division Head	☐	☐													
Information Technology	☐	☐													
Other Division Heads	☒	☐													
Communication	☐	☐													

Legal Review			
--------------	--	--	--

ORDINANCE NO. _____
CITY OF MUSKEGON

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF ADDITIONS AND IMPROVEMENTS TO THE WATER SUPPLY SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND CERTAIN OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF SYSTEM REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF MUSKEGON ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

- (a) “Act 94” means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) “Adjusted Net Revenues” means for any operating year the excess of revenues over expenses for the System determined in accordance with generally accepted accounting principles, to which shall be added depreciation, amortization, interest expense on Bonds and payments to the City in lieu of taxes, to which may be made the following adjustments.
 - (i) Revenues may be augmented by the amount of any rate increases adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.
 - (ii) Revenues may be augmented by amounts which may be derived from rates and charges to be paid by new customers of the System.
- (c) “Authority” means the Michigan Finance Authority or its successor.
- (d) “Authorized Officers” means the Mayor, the City Manager, the City Clerk and the Finance Director of the City.

(e) “Bonds” or “Senior Lien Bonds” means any bonds or series of bonds so designated and payable from Net Revenues, which are secured by a statutory first lien on the Net Revenues established by this Ordinance and which are senior and superior in all respects with respect to the Net Revenues to any Junior Lien Bonds secured by the statutory second lien on the Net Revenues, together with any additional Bonds of equal standing thereafter issued.

(f) “City” or “Issuer” means the City of Muskegon, County of Muskegon, State of Michigan.

(g) “EGLE” means the means the Michigan Department of Environment, Great Lakes, and Energy, or its successor.

(h) “Engineers” means Prein & Newhof, registered engineers of Grand Rapids, Michigan.

(i) “Junior Lien Bonds” means the Series 2025 Bonds, the Outstanding Junior Lien Bonds any additional bonds of equal standing with the Series 2025 Bonds and the Outstanding Junior Lien Bonds which are secured by a statutory second lien on the Net Revenues and are junior and subordinate to the Senior Lien Bonds.

(j) “Outstanding Junior Lien Bonds” means the Series 2004 Bond, Series 2019 Bond, Series 2020 Bond, Series 2022 Bonds, Series 2023 Bond, and the Series 2024 Bonds.

(k) “Outstanding Ordinances” means Ordinance Nos. 2117, 2416, 2436, 2468, 2483 and 2505 of the City.

(l) “Project” means the acquisition, construction, furnishing and equipping of improvements to the Water Supply System of the City, including distribution system improvements, replacement of water mains and lead service lines, pump station and water filtration plant improvements, together with all related appurtenances and attachments.

(m) “Purchase Contract” means the Purchase Contract to be entered into between the Authority and the City relating to the purchase by the Authority of the Series 2025 Bonds.

(n) “Revenues” and “Net Revenues” shall mean the revenues and net revenues of the City derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues,” the earnings derived from the investment of moneys in the various funds and accounts established by the Outstanding Ordinances and this Ordinance.

(o) “Series 2004 Bond” means the Water Supply System Junior Lien Revenue Bond (Limited Tax General Obligation), Series 2004, dated March 25, 2004, in the outstanding principal amount of Eight Hundred Forty Thousand Dollars (\$840,000).

(p) “Series 2019 Bond” means the Water Supply System Junior Lien Revenue Bond, Series 2019, dated August 28, 2019, in the outstanding principal amount of One Million Three Hundred Twenty-Five Thousand Dollars (\$1,325,000).

(q) “Series 2020 Bond” means the Water Supply System Junior Lien Revenue Bond, Series 2020, dated September 30, 2020, in the outstanding principal amount of Three Million One Hundred Ninety-Five Thousand Dollars (\$3,195,000).

(r) “Series 2022 Bonds” means the Series 2022A Bonds and the Series 2022B Bonds.

(s) “Series 2022A Bonds” means the Water Supply System Junior Lien Revenue Bond, Series 2022A, dated September 20, 2022, in the outstanding principal amount of One Million Ninety Thousand Dollars (\$1,090,000).

(t) “Series 2022B Bonds” means the Water Supply System Junior Lien Revenue Bond, Series 2022B, dated September 20, 2022, in the outstanding principal amount of Two Hundred Forty Thousand Dollars (\$240,000).

(u) “Series 2023 Bonds” means the Water Supply System Junior Lien Revenue Bond, Series 2023, dated September 8, 2023, in the outstanding principal amount of Two Million Eight Hundred Seventy Thousand Dollars (\$2,870,000).

(v) “Series 2023 Bonds” means the Water Supply System Junior Lien Revenue Bond, Series 2023, dated September 8, 2023, in the outstanding principal amount of Four Million Eight Hundred Twenty Thousand Dollars (\$4,820,000).

(w) “Series 2025 Bond” means the Water Supply System Junior Lien Revenue Bond, Series 2025, in the principal amount of not to exceed Fifteen Million Dollars (\$15,000,000) authorized by this Ordinance.

(x) “Sufficient Government Obligations” means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds or Junior Lien Bonds and the principal and redemption premium, if any, on the Bonds or Junior Lien Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds or Junior Lien Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(y) “Supplemental Agreement” means the supplemental agreement among the City, the Authority and the EGLE relating to a series of the Series 2025 Bonds.

(z) “System” means the Water Supply System of the City, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the Drinking Water State Revolving Fund financing program being administered by the EGLE and the Authority, whereby bonds of the City are sold to the Authority and bear interest at a fixed rate of not to exceed two percent (2.00%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be an amount not to exceed Fifteen Million Dollars (\$15,000,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2025 Bonds, the City shall borrow the sum of not to exceed Fifteen Million Dollars (\$15,000,000), and issue the Series 2025 Bonds therefor pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from grant funds and City funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Outstanding Ordinances shall apply to the Series 2025 Bonds issued pursuant to this Ordinance, the same as though each of the provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of additional revenue bonds of junior and subordinate standing and priority of lien to any Outstanding Senior Lien Bonds and of equal standing and priority of lien as to the Net Revenues with the Outstanding Junior Lien Bonds to finance the cost of acquiring additions, extensions and improvements to the System, additional bonds of junior and subordinate standing and priority of lien as to any Outstanding Senior Lien Bonds and of equal standing and priority of lien as to the Outstanding Junior Lien Bonds for such purpose being authorized by the provisions of the Outstanding Ordinances, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2025 Bonds; Details. The Series 2025 Bonds of the City, to be designated WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2025 are authorized to be issued in the aggregate principal sum of not to exceed Fifteen Million Dollars (\$15,000,000), or such lesser amount as finally determined by order of the EGLE for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2025 Bonds. The Series 2025 Bonds shall be Junior Lien Bonds payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that the Series 2025 Bonds shall be subordinate to the prior lien with respect to the Net Revenues in favor of any Senior Lien Bonds hereafter issued.

The Series 2025 Bond shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of the Series 2025 Bonds and approved by the Authority and an Authorized Officer. Principal installments of the Series 2025 Bonds shall be payable on April 1 of the years 2029 through 2048, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2025 Bonds

shall be payable on April 1 and October 1 of each year, commencing April 1, 2026 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2025 Bonds and the payment dates and amounts of principal installments of the Series 2025 Bonds shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2026 and the final principal installment shall be due no later than April 1, 2051 and that the total principal amount shall not exceed \$15,000,000.

The Series 2025 Bonds shall bear interest at a rate of not to exceed two percent (2.00%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2025 Bonds in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2025 Bonds is expected to be drawn down by the City periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the City.

The Series 2025 Bonds shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2025 Bonds shall be payable as provided in the Series 2025 Bonds form in this Ordinance.

The Series 2025 Bonds shall be subject to optional redemption by the City with the prior written approval of the Authority and on such terms as may be required by the Authority.

The Treasurer shall record on the registration books payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Treasurer.

Upon payment by the City of all outstanding principal of and interest on the Series 2025 Bonds, the Authority shall deliver the Series 2025 Bonds to the City for cancellation.

Section 6. Execution of Series 2025 Bonds. The Series 2025 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City or facsimile thereof impressed thereon. The Series 2025 Bonds bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond or Junior Lien Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond or Junior Lien Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Junior Lien Bond shall be surrendered for transfer, the City shall execute and the transfer agent shall authenticate and deliver a new Bond or Junior Lien Bond, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or

other governmental charge required to be paid with respect to the transfer. The City shall not be required (i) to issue, register the transfer of or exchange any Bond or Junior Lien Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2025 Bonds contained in Section 16 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond or Junior Lien Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds or Junior Lien Bonds being redeemed in part. The City shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds or Junior Lien Bond, which shall at all times be open to inspection by the City; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on the books of the Bonds or Junior Lien Bond as hereinbefore provided.

If any Bond or Junior Lien Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond or Junior Lien Bond of like tenor in exchange and substitution for the mutilated Bond or Junior Lien Bond, upon surrender to the transfer agent of the mutilated Bond or Junior Lien Bond. If any Bond or Junior Lien Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the City, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond or Junior Lien Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond or Junior Lien Bond so lost, destroyed or stolen. If any such Bond or Junior Lien Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond or Junior Lien Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2025 Bonds; Security; Priority of Lien. Principal of and interest on the Series 2025 Bonds shall be payable solely from the Net Revenues, and to secure such payment, there is hereby recognized the statutory lien upon the whole of the Net Revenues which shall be a second lien, subject only to the statutory first lien established with respect to the Senior Lien Bonds, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory lien on the Net Revenues created with respect to the Junior Lien Bonds (including the Series 2025 Bonds) shall at all times be and remain subordinate and inferior to the pledge of Net Revenues and the statutory first lien thereon authorized to be granted to secure any Senior Lien Bonds hereafter issued.

Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentences, the statutory lien shall be terminated with respect to that series of Bonds or Junior Lien Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds or Junior Lien Bonds of that series shall no longer be considered to be outstanding under the Outstanding Ordinances or this Ordinance.

Section 9. Bondholders' Rights; Receiver. The holder or holders of the Bonds or Junior Lien Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds or the Junior Lien Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The holder or holders of the Bonds and the Junior Lien Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the Junior Lien Bonds and the security therefor.

Section 10. Management; Fiscal Year. The operation, repair and management of the System and the acquisition and construction of the Project shall be under the supervision and control of the City Commission. The City Commission, in accordance with the relevant provisions of the City Charter, may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The City Commission may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The fiscal year of the System shall be the fiscal year of the City.

Section 11. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance.

Section 12. No Free Service or Use. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 13. Fixing and Revising Rates; Rate Covenant. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds and the Junior Lien Bonds as the same become due and payable, and the maintenance of

the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. In addition, it is agreed that the rates shall be set from time to time so that there shall be produced each fiscal year Net Revenues in an amount not less than 110% of the principal of and interest on all Bonds coming due in each fiscal year and not less than 100% of the principal of and interest on all Junior Lien Bonds coming due in each fiscal year. The rates shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 14. Funds and Accounts; Flow of Funds. The funds and accounts established by the Outstanding Ordinances are hereby continued, the flow of funds established by the Outstanding Ordinances, is hereby continued, and the applicable sections of the Outstanding Ordinances, relating to funds and accounts and flow of funds are incorporated herein by reference as if fully set forth.

Section 15. Bond Proceeds. The proceeds of the sale of the Series 2025 Bonds shall be deposited in a bank or banks, designated by the City, qualified to act as depository of the proceeds of sale under the provisions of Act 94, in an account designated 2025 WATER SUPPLY SYSTEM PROJECT CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project, including any engineering, legal and other expenses incident thereto and to the financing thereof.

Section 16. Bond Form. The Series 2025 Bonds shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance and further subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MUSKEGON**

CITY OF MUSKEGON

WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2025

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars (\$ _____)

DATE OF ORIGINAL ISSUE: August 28, 2025

The CITY OF MUSKEGON, County of Muskegon, State of Michigan (the “City”), for value received, hereby promises to pay, but only out of the hereinafter described Net Revenues of the City’s Water Supply System (hereinafter defined), to the Michigan Finance Authority (the “Authority”), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than \$_____ is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on the principal installments from the date each installment is delivered to the holder hereof until paid at the rate of two percent (2.00%) per annum. Interest is first payable April 1, 2026 and semiannually thereafter and principal is payable on the first day of October commencing April 1, 2029 (as identified in the Purchase Contract) and annually thereafter.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Water Supply System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory second lien thereon is hereby recognized and created, subject to the senior lien of any additional Bonds of the City hereafter issued by the City, as set forth in the Ordinance (hereinafter defined). The bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the City's Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2004, the City's Water Supply System Junior Lien Revenue Bonds, Series 2019, the City's Water Supply System Junior Lien Revenue Bonds, Series 2020, the City's Water Supply System Junior Lien Revenue Bonds, Series 2022A, the City's Water Supply System Junior Lien Revenue Bonds, Series 2022B, the City's Water Supply System Junior Lien Revenue Bonds, Series 2023 and the City's Water Supply System Junior Lien Revenue Bonds, Series 2024 (together, the "Outstanding Junior Lien Bonds") and any additional bonds hereafter issued by the City of equal standing and priority with the Outstanding Junior Lien Bonds. The City has reserved the right to issue such

additional Bonds which shall be superior and senior in all respects to the bonds of this issue as to the Net Revenues, or of equal standing and priority of lien as to the Net Revenues.

Purchasers of the bonds of this issue, by their acceptance of the bonds of this issue or a beneficial ownership interest therein, shall be deemed to have consented to the subordination of their interest in and lien upon the Net Revenues upon the issuance of senior lien bonds subsequent to the delivery of the bonds of this issue.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance No. ___, duly adopted by the City Commission of the City and the prior ordinances authorizing the issuance of the Outstanding Junior Lien Bonds (together, the "Ordinances"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the System.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinances.

This bond is a self-liquidating bond, payable, both as to principal and interest, solely and only from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of the bonds of this issue, the Outstanding Junior Lien Bonds, any additional Bonds, and any additional Junior Lien Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including a bond reserve account, if any) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinances.

This bond is transferable only upon the books of the City by the registered owner in person or the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinances, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Muskegon, County of Muskegon, State of Michigan, by its City Commission has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the Date of Original Issue.

CITY OF MUSKEGON

By _____
Mayor

(Seal)

Countersigned:

By _____
City Clerk

EGLE Project Number: 7717-01
EGLE Approved Amt: \$ _____

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order"), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

<u>Maturity Date</u>	<u>Principal Amount</u>
April 1, 2029	
April 1, 2030	
April 1, 2031	
April 1, 2032	
April 1, 2033	
April 1, 2034	
April 1, 2035	
April 1, 2036	
April 1, 2037	
April 1, 2038	
April 1, 2039	
April 1, 2040	
April 1, 2041	
April 1, 2042	
April 1, 2043	
April 1, 2044	
April 1, 2045	
April 1, 2046	
April 1, 2047	
April 1, 2048	

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.00% per annum, payable April 1, 2026, and semi-annually thereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 17. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The City determines that it is in the best interest of the City to negotiate the sale of the Series 2025 Bonds to the Authority because the Drinking Water State Revolving Fund financing programs provide significant interest savings to the City compared to competitive sale in the municipal bond market and principal forgiveness. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2025 Bonds with the Authority. The actions taken by the Authorized Officers with respect to the Series 2025 Bonds prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2025 Bonds for the Drinking Water State Revolving Fund. Prior to the delivery of the Series 2025 Bonds to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2025 Bonds contained in Section 16 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 18. Covenant Regarding Tax Exempt Status of the Bonds. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2025 Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2025 Bonds proceeds and moneys deemed to be Bond proceeds.

Section 19. Approval of Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with its financing programs and borrowings.

Section 20. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2025 Bonds issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2025 Bonds shall not exceed two percent (2.00%) per annum, and the Series 2025 Bonds shall mature in not more than twenty (20) annual installments.

Section 21. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 22. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 23. Publication and Recordation. This Ordinance shall be published in full in the *Muskegon Chronicle*, a newspaper of general circulation in the City qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 24. Effective Date. This Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 8th day of July, 2025.

Signed _____
Mayor

Signed _____
City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on July 8, 2025, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

I further certify that the following Members were present at the meeting: _____ and
that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of the Ordinance, and that the motion was supported by Member _____.

I further certify that the following Members voted for adoption of the Ordinance: _____ and
that the following Members voted against adoption of the Ordinance: _____.

I further certify that the Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

City Clerk

43965779.1/063684.00061

Founded in 1852
by Sidney Davy Miller



PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

MICHIGAN
ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CALIFORNIA
CANADA
MEXICO
POLAND
UKRAINE
QATAR

June 30, 2025

Mr. Ken Grant
Finance Director
City of Muskegon
933 Terrace Street
Muskegon MI 49443-0536

Re: City of Muskegon
Water Supply System Junior Lien Revenue Bonds, Series 2025
(DWSRF Project 7717-01)

Dear Ken:

I have enclosed an Ordinance authorizing the issuance of the above-captioned Water Supply System Revenue Bonds to be considered for approval by the City Commission at its meeting on July 8th. The Bonds are to be sold through the Michigan Finance Authority's ("MFA") Quarter 4 Drinking Water State Revolving Fund Program, scheduled to close on August 28th.

The Bond Ordinance authorizes the issuance of the Bonds in an amount not to exceed \$15,000,000, based on the pre-construction bid project cost estimates plus a buffer to take into account higher construction bid results. These numbers are preliminary and do not yet include the reductions for principal forgiveness. Because we don't have the breakdown for principal forgiveness yet, we are including the full project amount even though the loan amount, and amount to be repaid, will be less. Again, the Ordinance provides flexibility for the actual size of the Bond issue to be reduced prior to closing based on the actual construction bids and final approved costs. In addition, the City will receive principal forgiveness for these projects which will reduce the amount that needs to be paid back to the MFA.

The Bond Ordinance authorizes the issuance of the Series 2025 Bonds, which are payable from the Net Revenues of the City's Water Supply System. The Bonds are expected to be sold to the MFA and payable in 20 annual principal installments at an interest rate of 2.00%. The Bonds are being issued as junior lien bonds which are of equal standing with the Series 2004 Bonds, Series 2019 Bonds, Series 2020 Bonds, Series 2022A Bonds, Series 2022B Bonds, Series 2023 Bonds and Series 2024 Bonds.

The Ordinance also authorizes various City officials to take the necessary actions to execute and deliver the Bonds and all related documents, approve the final size of the Bonds and contains the necessary items required by the Revenue Bond Act, Act 94 of 1933.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Ken Grant

-2-

June 30, 2025

Pursuant to the Revenue Bond Act, **the Ordinance may be adopted in one reading, without a public hearing, regardless of any contrary provision in the City's ordinance adoption procedures.** The Ordinance is required to be published once in full in your local newspaper (*Muskegon Chronicle*) after its adoption. There are no restrictions or requirements on the size of the publication, so it can be as small as possible. Upon adoption by the City Commission, we would appreciate receiving a certified copies of the Ordinance and an Affidavit of Publication of the Ordinance for bond transcripts.

The Part III application with the construction bids and tentative contract approval is being finalized for submission to EGLE by July 7th, with the tentative contract approvals to be approved at the July 8th City Commission meeting. There will be a conference call with MFA, EGLE and City officials in late July which we will participate in, to make final arrangements relating to the Bond terms. At that time, the final bond size will be determined, and we will prepare the necessary documents to be signed by various City officials after that date regarding the sale and delivery of the Bonds. The EGLE Order of Approval is expected to be issued on August 6th. The closing for the Bonds will be August 28th and the City can begin requesting draws on the Bonds after that date.

If you or anyone copied have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 
Patrick F. McGow

Attachment

cc: Jonathan Seyferth
Dan Vanderheide
Barbara Marczak
Warren Creamer
Stacey Mills

43984542.1/063684.00061



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: Marshall Water Tower Improvements Project							
Submitted by: Todd Myers, Deputy Director of Public Works	Department: Public Works							
Brief Summary: Authorize the award of the Marshall Water Tower Improvements Project to 7 Brothers Painting, and authorize the clerk to sign the attached resolution.								
Detailed Summary & Background: Our engineering consultant Prein & Newhof solicited bids for Marshall Water Tower Improvements Project including painting of the interior and adding a mixer. This project was introduced to the Commission at an earlier Commission meeting when the engineering work was awarded. It was also included in our DWRP Project Plans in June of 2021. The low bidder, Seven Brothers Painting has completed similar projects and is recommended by staff and Prein & Newhof. Their bid of \$2,553,952.00 is below the engineers estimate. This project is financed through the sale of bonds in partnership with the State of Michigan Lean Water and Drinking Water Revolving Funds. The State of Michigan programs offer grants and principal forgiveness for portions of the project. We anticipate that when bonds are sold later this summer, we will be offered grants and forgiveness worth 20% of the water system cost. A portion of the project will be financed and added to the water and sewer debt fees. Staff will estimate the debt fees associated with this project once grants and bonds are finalized.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: "Take advantage of external revenue sources," and Key Focus Areas "Decrease infrastructure burden on residents" and "Sustainability in financial practices and infrastructure." Goal/Action Item: 2027 Goal 4: Financial Infrastructure								
Amount Requested: \$253,952.00.	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Fund(s) or Account(s): 591 (water)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Recommended Motion: I move to approve award of the Marshall Water Tower Improvements Project to Seven Brothers								

Painting, and authorize the clerk to sign the attached resolution.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads	X	
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

**A RESOLUTION TO TENTATIVELY
AWARD A CONSTRUCTION CONTRACT
FOR WATER SYSTEM IMPROVEMENTS**

2025-271

WHEREAS, the City of Muskegon wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on May 28, 2024 will be funded through the state of Michigan's Drinking Water State Revolving Loan Fund (DWSRF) program; and

WHEREAS, the City of Muskegon has sought and received construction bids for the Marshall Elevated Storage Tank Improvements project and has received a low bid in the amount of \$253,952.00 from Seven Brother Painting of Shelby Township, MI; and

WHEREAS, the City of Muskegon's project engineer, Prein&Newhof, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon tentatively awards the contract for construction of the proposed water system project to Seven Brother Painting of Shelby Township, MI, contingent upon successful financial arrangements with the DWSRF Programs.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 8, 2025.

BY: Ann Meisch, City Clerk

Signature

Date

June 30, 2025
2240838

Mr. Dan Vander Heide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: DWSRF FY 2025
Marshall Elevated Storage Tank Improvements

Dear Mr. Vander Heide:

On Thursday, June 26th, the City received three bids for the referenced project. The bids ranged from \$253,952.00 to \$684,600.00. Seven Brothers Painting of Shelby Township, MI submitted the lowest bid at \$253,952.00. A tabulation of the bids is enclosed for reference.

We discussed the project with Seven Brothers Painting. They indicated a good understanding of the project's critical elements such as access, schedule, and criticality of the infrastructure being worked on. Schedule is not determined at this time. They did not express any concerns with completing the project successfully and on time.

Seven Brothers Painting has successfully completed projects of similar size and scope with Prein&Newhof in the past.

If you have any questions, please do not hesitate to ask.

Sincerely,

Prein&Newhof



Matthew R. Hulst, P.E.

Enclosures: Bid Tabulation Sheets

Bid Tabulation Summary

Bid Date:

June 26, 2025

Bid Time (Local):

2:00 PM

Owner:

City of Muskegon

Project Title:

Marshall Elevated Storage Tank Improvements

Project #:

2240838

Number	Contractor Name	Bid Amount
1st	Seven Brothers Painting 50805 Rizzo Dr, Shelby Township, MI 48315	\$253,952.00
2nd	L.C. United Painting 3525 Barbara Dr, Sterling Heights, MI 48310	\$323,000.00
3rd	Viking Painting 10905 Harrison St, La Vista, NE 68128	\$684,600.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: DWSRF FY 2025 - Lead Service Line Replacement
Submitted by: Todd Myers, Deputy Director of Public Works	Department: Public Works
Brief Summary: Authorize the award of the Lead Service Line Replacements Project (LSLR) to the low bidder, Gustafson HDD, LLC, and authorize the clerk to sign the attached resolution.	
Detailed Summary & Background: Our engineering consultant Prein & Newhof solicited bids for Lead Service line replacement within portions of the Nims and Marsh Field area neighborhoods. This project was introduced to the Commission at an earlier meeting when the engineering work was awarded. It was also included in our DWRF Project Plans in May of 2024. Gustafson HDD, LLC was the low bidder with a bid of \$7,188,070.00 which was well below the engineer's estimate. Therefore, Prein & Newhof worked with the state and identified additional lead service lines that could be added to the contract. Staff is requesting approval of a pre-award change order in the amount of \$2,330,863.28 in addition to the low bid amount of \$7,188,070.00 to bring the total contract amount to \$9,518,933.28 which will allow the city to take full advantage of bonding and principal forgiveness being offered to us through the state and replace an additional 320 lead service lines within the city. Gustafson HDD, LLC has previously performed this type of work well within the City of Muskegon and is currently working on a similar project here in the City of Muskegon that is also overseen by Prein & Newhof.	
Goal/Focus Area/Action Item Addressed: Key Focus Areas: "Take advantage of external revenue sources," and Key Focus Areas "Decrease infrastructure burden on residents" and Sustainability in financial practices and infrastructure." Goal/Action Item: 2027 Goal 4: Financial Infrastructure	
Amount Requested:	Budgeted Item:

\$9,518,933.28	Yes
Fund(s) or Account(s): Water (591)	Budget Amendment Needed: No
Recommended Motion: To approve the award of the 2025 Lead Service Line Replacement Contract to Gustafson, HDD, LLC, contingent upon successful financial arrangements with the DWRP program, and authorize the Clerk to sign the included resolution.	
Approvals: Immediate Division Head, other Division Heads.	Guest(s) Invited / Presenting: No

**A RESOLUTION TO TENTATIVELY
AWARD A CONSTRUCTION CONTRACT
FOR WATER SYSTEM IMPROVEMENTS**

2025-269

WHEREAS, the City of Muskegon wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on May 28, 2024 will be funded through the state of Michigan's Drinking Water State Revolving Loan Fund (DWSRF) program; and

WHEREAS, the City of Muskegon has sought and received construction bids for the Lead Service Line Replacements Project and has received a low bid in the amount of \$7,188,070.00 from Gustafson HDD LLC of Whitehall, MI, and subsequently agreed to a pre-award change order for additional lead service line replacements which modifies the total contract price to the amount of \$9,518,933.28; and

WHEREAS, the City of Muskegon's project engineer, Prein&Newhof, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon tentatively awards the contract for construction of the proposed water system project to Gustafson HDD LLC of Whitehall, MI, contingent upon successful financial arrangements with the DWSRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 8, 2025.

BY: Ann Meisch, City Clerk

Signature

Date

June 30, 2025
2240839

Mr. Dan Vander Heide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: DWSRF FY 2025
Lead Service Line Replacements

Dear Mr. Vander Heide:

On Thursday, June 26th, the City received four bids for the referenced project. The bids ranged from \$7,188,070.00 to \$10,529,352.74. Gustafson HDD LLC of Whitehall, MI submitted the lowest bid at \$7,188,070.00. A tabulation of the bids is enclosed for reference.

This project is being financed through the State Drinking Water State Revolving Fund (DWSRF). In order to maximize the available grant money and financing we discussed adding more services to the contract with Gustafson. They are in agreement to extend unit pricing to include an additional 320 services in a yet to be determined location. This adds \$2,330,863.28 to the contract for a total contract cost of \$9,518,933.28.

We discussed the project with Gustafson HDD. They indicated a good understanding of the project's critical elements. Schedule has not been determined yet, but they have no concerns to complete the project in the scheduled time frame.

Gustafson has successfully completed projects of similar size and scope with Prein&Newhof and the City of Muskegon in the past.

If you have any questions, please do not hesitate to ask.

Sincerely,

Prein&Newhof



Matthew R. Hulst, P.E.

Enclosures: Bid Tabulation Summary
Pre-Award Change Order

Bid Tabulation Summary

Bid Date:	Bid Time (Local):
June 26, 2025	2:00 PM
Owner:	
City of Muskegon	
Project Title:	
Water and Sanitary System Improvements, Catherine Avenue	
Project #:	
2240839	

Number	Contractor Name	Bid Amount
1st	Gustafson HDD 2299 Holton Whitehall Rd, Ste B, Whitehall, MI 49461	\$7,188,070.00
2nd	Montgomery Excavating 4052 S State St, Ste B, Ionia, MI 48846	\$7,567,765.00
3rd	Miller Pipeline LLC 8850 Crawfordsville Rd, Indianapolis, MI 46234	\$10,428,766.30
4th	Five Star Energy Services 1581 E. Racine Ave, Waukesha, WI 53186	\$10,529,352.74

*



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025	Title: DWSRF FY 2025 - Butler & Catherine Avenue Reconstruction Project Award												
Submitted by: Todd Myers, Deputy Director of Public Works	Department: Public Works												
Brief Summary: Award the DWSRF FY-25 Butler & Catherine Avenue Reconstruction Project to Kamminga & Roodvoets in the low bid amount of \$3,604,621.50.													
Detailed Summary & Background: Our engineering consultant Prein & Newhof solicited bids for the Reconstruction of Butler and Catherine Avenue Project. The project was introduced to the Commission at a previous meeting when the engineering work was awarded and was also included in our DWSRF Project Plans in May of 2024. The Low bidder, Kamminga & Roodvoets, has performed similar projects for the City including most recently the Wilcox-Thompson Utility Improvements and Street Reconstruction Project, and is recommended by staff and Prein & Newhof. Their bid of \$3,604,621.50 is below the engineer's estimate. This project is financed through the sale of bonds in partnership with the State of Michigan Drinking Water Revolving Funds. The State of Michigan programs offer grants and principal forgiveness for portions of the project. We anticipate that when bonds are sold later this summer, we will be offered forgiveness worth approx. 20% of the water system cost. For this project, that amount is estimated at \$2,797,000. The remainder of the project will be financed with a 2.00% interest rate for 20 years. The portion of the project that will be financed will be added to the water debt fees which will be calculated when the bond sale is complete.													
Goal/Focus Area/Action Item Addressed: Key Focus Areas: "Take advantage of external revenue sources", and Key Focus Areas "Decrease infrastructure burden on residents" and "Sustainability in financial practices and infrastructure." Goal/Action Item: 2027 Goal 4: Financial Infrastructure													
Amount Requested: \$3,604,621.50	Budgeted Item: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>						Yes	X	No		N/A		
Yes	X	No		N/A									

Fund(s) or Account(s): 591 (Water)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No	X	N/A										
Yes		No	X	N/A												
Recommended Motion: I move to approve award of the Butler and Catherine Reconstruction Project to Kamminga & Roodvoets contingent upon successful financial arrangements with the DWSRF program, and authorize the Clerk to sign the included resolution.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 30%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 60%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads	X		Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head	X															
Information Technology																
Other Division Heads	X															
Communication																
Legal Review																

June 30, 2025
2240838

Mr. Dan Vander Heide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: DWRP FY 2025
Wastewater and Water System Improvements – Butler and Catherine Avenue

Dear Mr. Vander Heide:

On Thursday, June 26th, the City received five bids for the referenced project. The bids ranged from \$3,604,621.50 to \$3,874,504.00. Kamminga & Roodvoets of Grand Rapids, MI submitted the lowest bid at \$3,604,621.50. A tabulation of the bids is enclosed for reference.

This project is being financed through the Drinking Water State Revolving Fund (DWSRF) with the city funding certain ineligible costs including all sanitary sewer. Due to the overlap of the various scopes of work, the State has required an Alternative Justifiable Expenditures calculation to be completed to determine the financing share for each program, this breakdown is as follows:

DWSRF Eligible	\$2,300,875.87
Ineligible	\$1,303,745.63

We discussed the project with Kamminga & Roodvoets. They indicated a good understanding of the project's critical elements such as phasing, schedule, and criticality of the infrastructure being worked on. They did not express any concerns with completing the project successfully and on time.

Kamminga & Roodvoets has successfully completed projects of similar size and scope with Prein&Newhof and the City of Muskegon in the past.

If you have any questions, please do not hesitate to ask.

Sincerely,

Prein&Newhof



Matthew R. Hulst, P.E.

Enclosures: Bid Tabulation Sheets

Bid Tabulation Summary

Bid Date:

June 26, 2025

Bid Time (Local):

2:00 PM

Owner:

City of Muskegon

Project Title:

Water and Sanitary System Improvements, Catherine Avenue

Project #:

2240838

Number	Contractor Name	Bid Amount
1st	Kamminga & Roodvoets 3435 Broadmoor SE, Grand Rapids, MI 49512	\$3,604,621.50
2nd	Milbocker & Sons 1256 29th St, Allegan, MI 49010	\$3,675,618.00
3rd	Jackson-Merkey Contractors 3430 Lund Ave, Muskegon, MI 49442	\$3,690,042.50
4th	Montgomery Excavating 4052 S State St, Ste B, Ionia, MI 48846	\$3,718,200.00
5th	McCormick Sand 5430 Russell Rd, Twin Lake, MI 49457	\$3,874,504.00

**A RESOLUTION TO TENTATIVELY
AWARD A CONSTRUCTION CONTRACT
FOR WATER SYSTEM IMPROVEMENTS**

2025-265

WHEREAS, the City of Muskegon wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on May 28, 2024 will be funded through the state of Michigan's Drinking Water State Revolving Loan Fund (DWSRF) program; and

WHEREAS, the City of Muskegon has sought and received construction bids for the Butler and Catherine Avenue Reconstruction Project and has received a low bid in the amount of \$3,604,621.50 from Kamminga & Roodvoets of Grand Rapids, MI; and

WHEREAS, the City of Muskegon's project engineer, Prein&Newhof, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon tentatively awards the contract for construction of the proposed wastewater and water system project to Kamminga & Roodvoets of Grand Rapids, MI, contingent upon successful financial arrangements with the DWSRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 8, 2025.

BY: Ann Meisch, City Clerk

Signature

Date



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 8, 2025		Title: CRC Appointments and Resignation								
Submitted by: Ann Meisch, City Clerk		Department: City Clerk								
Brief Summary: Appoint a citizen to the Local Officer's Compensation Commission with an expiring term of January 31, 2032, accept the resignation of Thomas DeVoogd from the District Library Board, and accept the recommendation from the Board to appoint Brad Hastings for the remainder of the term expiring June 30, 2026.										
Detailed Summary & Background: We currently have one opening and one application. The application is Philip Hickman who currently serves on the Equal Opportunity Committee. We also ask that the board accept the resignation of Thomas DeVoogd and consider the application for Brad Hastings to the District Library Board.										
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life										
Amount Requested:		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes		No		N/A		
Yes		No		N/A						
Fund(s) or Account(s):		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes		No		N/A		
Yes		No		N/A						
Recommended Motion: Appoint a citizen to the Local Officer's Compensation Commission with an expiring term of January 31, 2032, accept the resignation of Thomas DeVoogd, and appoint Brad Hastings to the District Library Board with a term ending June 30, 2026.										
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td>x</td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> </table>		Immediate Division Head	x		Information Technology			Guest(s) Invited / Presenting: No		
Immediate Division Head	x									
Information Technology										

Other Division Heads			
Communication			
Legal Review			